AGENDA

CITY COUNCIL MEETING

CITY OF FAIRWAY, KANSAS
Virtual Meeting Location:
Zoom
(Hyperlink to be provided after 5:00 p.m. on 9-14-2020)
Or
www.facebook.com/cityoffairway
Monday, September 14, 2020
7:30 p.m.

1. Call to Order and Announcements

2. Proclamation: Suicide Prevention Month

3. Monthly Reports of Standing Committees
   A. Consolidated Fire District #2
   B. Administration
   C. Police
   D. Public Works
   E. Parks & Recreation
   F. Finance

4. Monthly Reports of Special Committees
   A. Tree Board

5. Public Comment* for Consent Agenda items only

6. Consent Agenda

These items are determined to be routine enough to be acted on in a single motion; however this does not preclude discussion. If a councilmember requests, an item may be removed from the consent agenda for further consideration and separate motion.

   A. Approve minutes of previous regular and special City Council meetings
   B. Approve Claims and Appropriations – Ordinance #1719 – August 2020
   C. Approve agreement with Superior Bowen for mill and overlay of Reinhardt/Howe/57th Street intersection and Eastvale Road

D. Approve agreement with Superior Bowen for speed hump installation on Belinder Road
E. Approve annual Stormwater Management Plan
F. Approve interlocal agreement with Johnson County for CCTV of storm sewer system
G. Approve agreement TREKK to conduct CCTV of storm sewer system

7. New Business

Public Comment - The Mayor may open the meeting for a period of public comment at the completion of any presentation and/or Governing Body discussion regarding a specific agenda item. Public comment should be limited to the current agenda item before the Governing Body. Additional public comment on non-agenda items will be taken at the end of the meeting.*

A. Consider Ordinance #1720 – An Ordinance Amending The Fairway City Code Pertaining To Tree Removal; Amending And Repealing Existing Section 11-94 Of The Fairway City Code.

8. Governing Body Comments

During this time, members of the Governing Body will be given the opportunity to speak about matters related to the City. No formal action will be taken during this time.

9. Public Comment* for items not listed on the above agenda

10. Adjournment

If you require an accommodation for a sign interpreter in order to attend this meeting, please notify the Administrative Office at 913-262-0350 no later than 48 hours prior to the beginning of the meeting.

**Public comment will be limited to 4 minutes per speaker unless otherwise stated at the beginning of a public comment period. Speakers are permitted one opportunity per public comment period, along with a one minute follow up opportunity. To view the full Public Meeting Policy, please visit www.fairwaykansas.org or contact the Administrative Office at 913-262-0350.*

CITY OF FAIRWAY, KANSAS

Proclamation

September Is National Suicide Prevention Awareness Month

WHEREAS; the month of September is National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; Suicide is the 10th leading cause of death among adults in the United States, and the 2nd leading cause of death among people aged 10-24; and

WHEREAS; Fairway, Kansas is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS; local organizations like the Johnson County Suicide Prevention Coalition and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, be it resolved that I, Melanie Hepperly, do hereby proclaim the month of September 2020, as National Suicide Prevention Awareness Month in the City of Fairway.

Dated this 14th day of September 2020.

CITY OF FAIRWAY
CORPORATE
SEAL
KANSAS

_____

MAYOR

PROUDLY SERVING
MISSION • PRAIRIE VILLAGE • ROELAND PARK • FAIRWAY • WESTWOOD • WESTWOOD HILLS • MISSION WOODS • MISSION HILLS
Johnson County Consolidated Fire District No. 2
Fire Chief Tony Lopez
3921 West 63rd St Prairie Village, KS 66208
913-432-1105 ContactUs@cfd2.org

FAIRWAY FIRE ACTIVITY REPORT AUGUST 2020	PREVIOUS MONTH	YEAR TO DATE
INCIDENTS		
1 Fire		
111 Building Fire		2
113 Cooking fire, confined to container		1
118 Trash or rubbish fire, contained		
131 Passenger Vehicle Fire		
143 Grass fire		
Total	0	3
Percent of Total Calls	0.00%	1.38%
2 Overpressure Rupture, Explosion, Overheat		
221 Overpressure rupture of air or gas		
Total	0	1
Percent of Total Calls	0.00%	0.46%
3 Rescue & Emergency Medical Service		
311 Medical assist, assist EMS crew	9	65
321 EMS call, excluding vehicle accident with injury	2	20
322 Motor vehicle accident with injuries	2	5
353 Removal of victums from stalled elevator		
Total	13	90
Percent of Total Calls	43.33%	41.28%
4 Hazardous Condition (No Fire)		
411 Gasoline or other flammable liquid spill		
412 Gas leak (natural gas or LPG)	1	3
422 Chemical spill or leak		
424 Carbon monoxide incident	1	1
441 Heat from short circuit (wiring), defective/worn		2
444 Power line down		5
445 Arcing, shorted electrical equipment	2	3
Total	4	14
Percent of Total Calls	13.33%	6.42%

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FAIRWAY FIRE ACTIVITY REPORT AUGUST 2020	PREVIOUS MONTH	YEAR TO DATE
INCIDENTS		
5 Service Call		
510 Person in distress, Other	4	7
520 Water Problem, Other		1
550 Public Service assistance, Other		3
551 Assist police or other governmental agency		1
561 Unauthorized Burning		1
554 Assist invalid	5	40
Total	9	53
Percent of Total Calls	30.00%	24.31%
6 Good Intent Call		
611 Dispatched & cancelled en route	3	35
631 Authorized Controlled Burning		2
652 Steam, vapor, fog or dust thought to be smoke		2
Total	3	39
Percent of Total Calls	10.00%	17.89%
7 False Alarm & False Call		
700 False alarm or false call, Other		2
730 System Malfunction, Other		2
735 Alarm system sounded due to malfunction		3
736 CO detector activation due to malfunction		1
740 Unintentional transmission of alarm, Other		1
742 Extinguishing system activation		
743 Smoke detector activation, no fire - unintentional	1	2
744 Detector activation, no fire - unintentional		
745 Alarm system activation, no fire - unintentional		4
746 Carbon monoxide detector activation, no CO		3
Total	1	18
Percent of Total Calls	3.33%	8.26%

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FAIRWAY FIRE ACTIVITY REPORT AUGUST 2020	PREVIOUS MONTH	YEAR TO DATE
INCIDENTS		
Total Calls	**30**	**218**

ADMINISTRATION REPORT
FOR AUGUST 2020

ADMINISTRATION COMMITTEE MEETING

The Administration Committee did not meet in August.

KORA REQUESTS

The Administration Department keeps a log of all Kansas Open Records Requests received. There was 1 record request in August.

The Kansas Open Records Act, K.S.A. 45-215, governs the manner in which public documents are made available to the public. The City is authorized to charge for staff time and copy fees in connection with record requests.

BOARD OF ZONING APPEALS AND PLANNING COMMISSION MEETINGS

Only the Planning Commission held a meeting in August via Zoom. The PC heard 8 applications including 2 new homes both requesting exceptions to front setback, 1 addition/remodel including exception to exceed hardscape, 1 fence exception for corner lot, 1 exception request for location of generator, 1 exception request to exceed hardscape for pool/patio and 1 preliminary new commercial construction/redevelopment and public hearing for Special Use Permit. The two new homes were approved, addition/remodel and hardscape exception approved, exception for fence location approved, exception for generator location approved, exception to exceed hardscape for pool/patio approved and new commercial/redevelopment and SUP reviewed and final plans considered at the September 28 meeting.

OCCUPATIONAL LICENSES

Renewals were sent out on 6/19/2020 to 49 businesses. To date, 31 applications have been received and processed and four businesses have moved out of Fairway, all located in the 4210 Shawnee Mission Parkway building.

DOG LICENSES

Licensing History

2020 – 593 tags issued. Notifications via two editions of Focus on Fairway, two postcards, two Constant Contact emails and phone call.
2019 – 580 tags issued-notifications-Focus on Fairway (Jan/Mar) and Constant Contact email and 2 postcards. Four residents were issued citations for failure to license their dogs.
2018 – 566 tags issued via Focus on Fairway and 3 postcards, visit from NEACC officer and 5 citations issued and resolved
2017 – 585 tags issued through July via Focus on Fairway and 2 Postcards. NEAC went to 24 properties and left door hangers for owners. All dogs were licensed and no citations issued.
2016 - 604 tags issued through July via Focus on Fairway (Jan and Mar)/1 Constant Contact email and 2 postcards, 1 letter and visit from NEACC officer

RENTAL AND NON-OWNER OCCUPIED DWELLING REGISTRATIONS

To date, 178 applications have been received, 80 licenses issued, 85 properties are pending 1st inspection and 13 properties are pending 2nd inspection. Fourth renewal notices were sent to 4 properties that were registered last year. There are 6 properties identified as possible rental/non-owner occupied and have yet to respond.

BUILDING DEPARTMENT REPORT

The August monthly report is attached. Two new single family residence permits were pulled. Monthly construction value of permits pulled was $2,531,747.69 with a YTD total construction value of $9,617,546.83. Permit fees collected for month were $16,308.97 and YTD $92,766.77.

UPCOMING MEETINGS:

MEETING LOCATIONS: For the duration of emergency orders related to COVID-19, all public meetings for the City of Fairway will be conducted virtually. The virtual link will be accessible on the home page of the City's website www.fairwaykansas.org. The public may participate in the virtual meetings by joining from their desktop, tablet or phone and/or by dialing in from their phone. You may sign-up to receive meeting notifications by enrolling in the City E-mail Program at www.fairwaykansas.org.

CITY COUNCIL MEETING
Monday, September 14, 2020
7:30 p.m.

BOARD OF ZONING APPEALS
Monday, September 28, 2020
5:30 p.m.

PLANNING COMMISSION
Monday, September 28, 2020
6:00 p.m.

Building Monthly Report

Month: 08

Year: 2020

Permit Type	Sub Type	Application Type Field	Month	Previous Month	Year	Previous Year
Building Permit	Commercial		0.00	0.00	1.00	0.00
Building Permit	Commercial	Addition/Remodel	0.00	1.00	1.00	3.00
Building Permit	Commercial	Commercial	0.00	0.00	1.00	2.00
Building Permit	Commercial	Deck	0.00	0.00	0.00	0.00
Building Permit	Commercial	Demolition	0.00	1.00	1.00	1.00
Building Permit	Commercial	Driveway	0.00	0.00	0.00	0.00
Building Permit	Commercial	Electrical	0.00	0.00	0.00	0.00
Building Permit	Commercial	Fence	0.00	0.00	0.00	0.00
Building Permit	Commercial	Flatwork	0.00	0.00	0.00	0.00
Building Permit	Commercial	Footing/Foundation	0.00	0.00	0.00	0.00
Building Permit	Commercial	HVAC/Mechanical	0.00	0.00	0.00	0.00
Building Permit	Commercial	Other	0.00	0.00	0.00	1.00
Building Permit	Commercial	Permit Renewal	0.00	0.00	0.00	0.00
Building Permit	Commercial	Plumbing	0.00	0.00	0.00	1.00
Building Permit	Commercial	Roof	0.00	0.00	0.00	0.00
Building Permit	Commercial	Sign	1.00	0.00	2.00	1.00
Building Permit	Residential		0.00	0.00	0.00	1.00
Building Permit	Residential	Accessory Structure	0.00	0.00	0.00	4.00
Building Permit	Residential	Addition/Remodel	6.00	7.00	30.00	34.00
Building Permit	Residential	Deck	1.00	1.00	6.00	7.00
Building Permit	Residential	Demolition	1.00	1.00	7.00	10.00
Building Permit	Residential	Driveway	2.00	1.00	15.00	11.00
Building Permit	Residential	Electrical	3.00	4.00	23.00	28.00
Building Permit	Residential	Fence	7.00	9.00	35.00	34.00
Building Permit	Residential	Flatwork	1.00	1.00	3.00	4.00
Building Permit	Residential	Footing/Foundation	0.00	0.00	2.00	1.00
Building Permit	Residential	Generator	2.00	0.00	7.00	4.00
Building Permit	Residential	HVAC/Mechanical	2.00	4.00	16.00	32.00
Building Permit	Residential	New SFR	2.00	0.00	9.00	8.00
Building Permit	Residential	Other	3.00	3.00	13.00	12.00
Building Permit	Residential	Patio	2.00	2.00	10.00	0.00
Building Permit	Residential	Permit Renewal	0.00	0.00	0.00	7.00
Building Permit	Residential	Plumbing	1.00	0.00	12.00	7.00
Building Permit	Residential	Pool/Spa	1.00	1.00	5.00	1.00
Building Permit	Residential	Right-of-Way	0.00	0.00	0.00	0.00
Building Permit	Residential	Roof	6.00	8.00	31.00	43.00
Building Permit	Residential	Siding	0.00	1.00	1.00	5.00
Building Permit	Residential	Sign	0.00	0.00	0.00	0.00

Building Permit	Residential	Storage Shed	2.00	1.00	3.00	0.00
Grand Total Issued:			43.00	46.00	234.00	262.00
Scheduled Inspections			127.00	148.00	996.00	1,033.00
Building Code Complaints			15.00	30.00	124.00	70.00
Plans Reviewed			18.00	37.00	181.00	146.00
Construction Valuation			2,531,747.69	729,914.65	9,617,546.83	10,211,107.27
Fees Collected			16,308.97	14,487.55	92,766.77	0.00

Code Report

Violation Date Begin: 08/01/2020
Violation Date End: 08/31/2020

File#	Address	Violation Code	Violation Short Description	Date of Violation
20-000501	6205 MISSION RD	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	08/19/2020
20-000723	5641 FAIRWAY RD	FWYMC 6-55 (6) IPMC 303.7	Roofs and drainage	08/04/2020
20-000724	5651 FAIRWAY RD	FWYMC 6-55 (6) IPMC 303.7	Roofs and drainage	08/04/2020
20-000725	5555 STATE PARK RD	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	08/04/2020
20-000731	5872 GRANADA LN	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	08/07/2020
20-000745	5911 REINHARDT DR	FWYMC 6-55 (6) IPMC 303.7	Roofs and drainage	08/12/2020
20-000755	5422 ABERDEEN RD	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	08/13/2020
20-000755	5422 ABERDEEN RD	FWYMC 6-55 (6) IPMC 303.7	Roofs and drainage	08/13/2020
20-000755	5422 ABERDEEN RD	IPMC 302.1	Sanitation	08/13/2020
20-000755	5422 ABERDEEN RD	IPMC 302.7	Accessory Structures	08/13/2020
20-000755	5422 ABERDEEN RD	IPMC 303.1	Exterior Structure General	08/13/2020
20-000755	5422 ABERDEEN RD	IPMC 303.13	Window, skylight and door frames	08/13/2020
20-000755	5422 ABERDEEN RD	IPMC 303.2	Protective Treatment	08/13/2020
20-000755	5422 ABERDEEN RD	IPMC 303.6	Exterior walls	08/13/2020
20-000755	5422 ABERDEEN RD	IPMC 305.1	Rubbish or Garbage-Accumulation	08/13/2020
20-000758	5301 MOHAWK LN	IPMC 305.1	Rubbish or Garbage-Accumulation	08/14/2020
20-000780	5922 MISSION RD	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	08/25/2020
20-000780	5922 MISSION RD	IPMC 302.3	Sidewalks and driveways	08/25/2020
20-000780	5922 MISSION RD	IPMC 305.1	Rubbish or Garbage-Accumulation	08/25/2020
20-000784	5924 DELMAR ST	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	08/26/2020

MEMORANDUM

TO: Melanie Hepperly, Mayor

FROM: David Brown, Chief of Police

DATE: September 10, 2020

SUBJECT: August 2020 Monthly Report

OVERVIEW:

TYPE	August 2019	August 2020
Reports	37	18
Arrests	10	4
Citations	200	122

ACTIVITY:

We had 344 activities entered into the Computer Aided Dispatch (CAD) system in August. Here are some of those activities:

- 11 Alarm Calls
- 7 Accidents
- 3 Disturbance – 0 armed
- 1 Burglary
- 119 Car Stops
- 6 Pedestrian Checks
- 11 Animal Calls

Occurrences

Type	*Time*	*Notes*
CINC (Only Offense on Incident)	08/01/2020 22:23	Active/assigned - YP 6100 blk of CATALINA ST, FAIRWAY, KS USA 66205 (Verified) RP reported her child missing. The child was later found safe at his grandparents' home.
Info - Civil Matter/Non-Criminal	08/02/2020 14:33	Active/assigned – 6100 blk of CATALINA ST, Apt. 4, FAIRWAY, KS USA 66205 (Verified) The family is involved in a child custody dispute.
False	08/04/2020	Active/assigned – 6100 blk of MISSION RD, FAIRWAY, KS USA

Info/Lie/Interfere	03:11	66205 (Verified) On 8-4-2020 at 0311 I conducted a pedestrian check at 6100 blk of Mission Rd, Fairway, Kansas. Upon a record check it was discovered that the subject had two active felony warrants out of Jackson County Missouri. When I attempted to detain him based on dispatches description on the subject fled on foot. A foot pursuit began, and he was apprehended without injury at 63rd St and Indian Ln.
Auto Theft	08/04/2020 09:32	Active/assigned – 5600 blk of FAIRWAY RD, FAIRWAY, KS USA 66205 (Verified) On 8-4-2020 at 0945 hours I was dispatched to regarding a stolen vehicle. The vehicle did have the keys in it and was unlocked.
Theft	08/06/2020 18:45	Active/assigned – 5900 blk of MISSION RD, FAIRWAY, KS USA 66205 (Verified) RP reported two packages taken from front porch.
Info- Assist Outside/ Pursuit	08/12/2020 05:22	Active/assigned - N MISSION RD and E SHAWNEE MISSION PKWY, FAIRWAY KS USA 66205 Prairie Village had an auto burglary with the suspect vehicle being described as older model red Honda civic with a loud muffler. I located the vehicle in Fairway, Kansas after it disregarded a steady red light at the intersection of Shawnee Mission Parkway and Mission Rd. I initiated my lights and sirens to stop him, but he fled and traveled the wrong way on the parkway, and I discontinued then.
Fraud/Forgery/ID	08/13/2020 13:46	Active/assigned – 5600 blk of NORWOOD ST S, FAIRWAY, JOHNSON KS USA 66205 (Verified) The resident at the above address received an unemployment benefit card from the State of Colorado when he had not applied for unemployment benefits nor was he ever a resident of or employed in Colorado. When he contacted the State Unemployment Office in Colorado, he learned his correct name and address was used in the application, but all other information was incorrect. He does not know how much was included in the benefit card. He instructed both Colorado and the bank that issued the card to rescind the balance and cancel the card. He does not know who used his name and address.
Accident	08/14/2020 12:03	Active/assigned - V1 was traveling east on Shawnee Mission Parkway. A UPS truck was parked along the roadway. V1 struck the UPS truck from the rear.
Accident - Hit and Run	08/17/2020 14:24	Active/assigned - An unidentified vehicle made an illegal lane change from a turn lane in front of Vehicle number 1 just prior to slamming on her brakes. From a video source it appears that the hit and run vehicle intentionally caused the accident. The driver of the listed vehicle number 1 could not have avoided the accident because of the hit and run drivers' actions. There was a brief altercation between the two drivers prior to the hit and run vehicle fleeing from the accident scene.
Fraud/Forgery/ID	08/19/2020 08:30	Active/assigned - 3400 blk of EASTVALE DR, FAIRWAY, KS USA 66205 (Verified) The victim received documents through the mail from the Kansas Department of Labor indicating that he had applied for an was granted unemployment benefits. He contacted the unemployment offices to notify them of the fraud and has been in

		contact with the Social Security administration. He was advised to make an Identity theft report and contact the three credit reporting agencies.
Info - Accident (Private Prop)	08/19/2020 15:59	Active/assigned – 2600 blk of SHAWNEE MISSION PKWY, WESTWOOD, KS USA 66205 (KUMED CANCER CENTER WESTWOOD CAMPUS) (Manually Verified) Information on a private property accident.
Info - Recovered Property Non-Criminal	08/22/2020 14:06	Active/assigned - 5905 FONTANA ST, FAIRWAY, KS USA 66205 (Verified) RP located three mortar rounds in his basement under floorboards. The rounds were disposed of.
DUI	08/22/2020 20:15	Active/assigned – 5900 blk of MISSION RD, FAIRWAY, KS USA 66205 Subject was contacted after calls were placed to 911 about a reckless driver and he was found to be DUI.
Invest - Mental Subject	08/23/2020 14:48	Active/assigned – 5100 blk of ROE BLVD, ROELAND PARK, KS USA 66205 (Verified) I assisted Roeland Park on an armed subject.
warrant arrest	08/25/2020 19:29	Active/assigned - 4300 blk of 59TH ST, FAIRWAY, KS USA 66205 (Verified) Subject was contacted due to involvement in a verbal disturbance and was found to have an active warrant out of Leavenworth County, Kansas. Subject was arrested and transported to central booking to be held for Leavenworth County.
Accident	08/25/2020 23:04	Active/assigned - YP MISSION RD and W 53RD ST, FAIRWAY KS USA 66205 V1 was traveling south in Reinhardt Drive in Roeland Park, Kansas towards the intersection of 53rd St and Mission Rd in Fairway, Kansas. V1 disregarded the stop sign at the four-way intersection, V1 attempted to complete a left turn to travel east on 53rd St and struck the curve.
Drugs	08/31/2020 20:28	Active/assigned - 2900 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS USA 66205 Subject was contacted on a traffic stop and admitted to having marijuana in his possession. Subject was cited and released with a notice to appear in court.

TRAINING:

On 8/27/2020 all officers met for a four-hour training block to review the 2021 budget, to review our Use of Force, Pursuit and our Bias Based Policing Policies, to discuss September's De-Escalation and Duty to Intervene training, and to review our values and what they mean to us and our community. We also met with Mayor Hepperly and our Police Committee Chair, Tanya Keys.

Run Date: 09/10/2020 03:36 PM
Job ID: CTPLS637
Report ID: KSMCMRPT

Fairway Kansas Municipal Court
Municipal Court Monthly Report

For the period August 2020

CASES FILED	Aug 2020	YTD 2020	Aug 2019	YTD 2019
DUI	1	2		5
Moving Violations	99	514	132	840
Non Moving Violations	11	200	69	510
Ordinance Violations	6	12		10
Totals	117	728	201	1,365

COURT REVENUES	Aug 2020	YTD 2020	Aug 2019	YTD 2019
Court Fines Collected	12,683.69	70,790.96	10,953.50	78,774.75
Court Costs Collected	2,476.00	17,922.92	3,933.00	26,509.58
Totals	15,159.69	88,713.88	14,886.50	105,284.33

CASE DISPOSITIONS	Aug 2020	YTD 2020	Aug 2019	YTD 2019
Dismissals	38	291	86	558
Diversion Agreements	4	21	4	23
Guilty Pleas	76	426	80	537
Trials on Plea of Not Guilty				1
Cases Appealed to Dist Court				
Totals	118	738	170	1,119

WARRANTS	Aug 2020	YTD 2020	Aug 2019	YTD 2019
Warrants Served	10	142	9	153
Warrants Issued		150	37	241
Totals	10	292	46	394

Department of Public Works

PUBLIC WORKS DEPARTMENT

MONTHLY REPORT – August 2020

Out Like a Lion

August 31st brought heavy rains and strong winds to the area. Staff picked up roughly 30 cubic yards of debris from streets and yards in the city. The largest limb that fell did so on Shawnee Mission Parkway and KDOT cleaned it up.

Belinder Speed Hump Public Meeting

The City hosted a Public Meeting for residents of Belinder so that they could comment on the upcoming speed hump installation project. Several people attended and spoke very favorably about the project or provided positive comments via email. There were only a couple of comments not in support of the project.

Stormwater

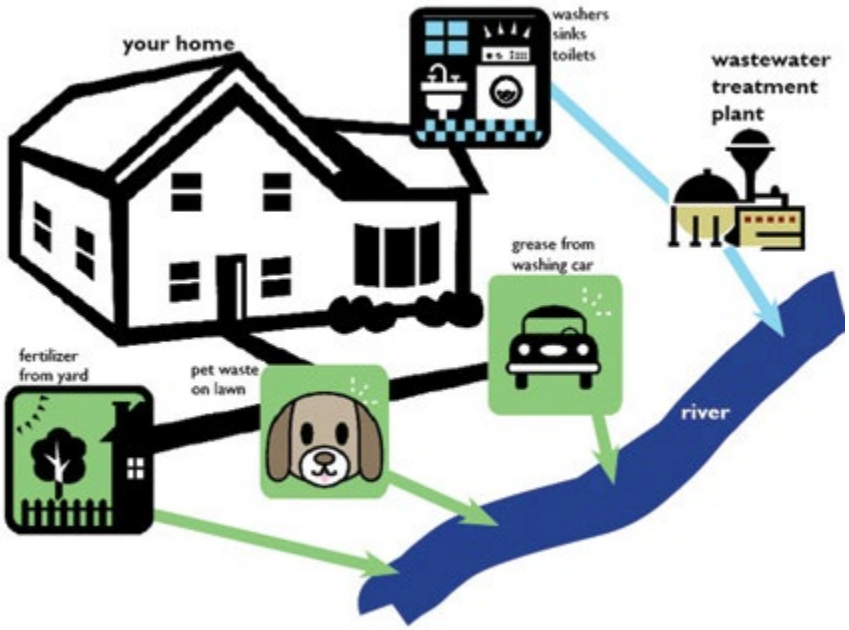
August Stormwater updates:

Watershed Master Plan- No additional updates at this time. JCW staff has yet to return to the office. I am guessing fall for the next meeting.

NPDES (National Pollution Discharge Elimination System)- The Stormwater Management Plan for this permit cycle is on the agenda for approval.

CCTV Inspection- The Interlocal Agreement and contract for this project is on the agenda.

Voluntary Buyout Program- The group met on August 10th and are still working through the logistics of what the program will include.



Parks & Recreation Department

August 2020 Report

September Activities:

- Tue/Thu Swerve Fitness Classes at City Hall
- Wednesdays – Chair Yoga at Pool House
- Thursdays – Throwback Thursday
- Fridays – #fairwayphoto Contest each Friday
- Pet of the month introduction

New Fairway Parks & Recreation Twitter and YouTube Page

Along with our Instagram page, we have created a new Twitter and YouTube page that is devoted solely to the Parks & Recreation Department. We believe these will help us for marketing and communications with our participants. All these pages can be linked together with the City's Facebook page, which allows information to be shared on each platform. The YouTube link is helpful for us to show the videos of facility rentals, activities, events and programs to patrons when they would like a little more insight into a certain activity. We will still keep videos on the other platforms, but they tend to become buried with posts, meeting notices, pictures, etc.

Fairway Pet of the Month Program

Each month, beginning in October, we will feature a pet that lives in Fairway on our social media platforms. We will post a picture, name, age, breed and unique tidbit about the pet. Hideaway Kennels (located in Fairway) has agreed to help sponsor the program by offering a half day of boarding for free to the Pet of the Month. If the pet owner does not want to board their pet, they have the choice of having their registration fee waived (dogs only), or they can choose a gift card from a Fairway Business. If you are interested in your pet being "Fairway's Pet of the Month", please email the information listed above!

Newsletter

The Park & Rec newsletter that will be mailed to Fairway residents, along with the City's newsletter, should be in mailboxes by the September 30th. I am also working on a digital Park & Rec newsletter that will be available on our website and social media pages via link. While the information will be the same on both, the digital version will not be mass-printed and mailed, so I am able to use more pictures, bigger fonts, more appealing layouts, etc. The digital newsletter also gives us the flexibility to update information if anything were to change due to the COVID-19 situation. I should have it completed by Monday's meeting to show to City Council.

Throwback Fairway Campaign

For those of you that have heard of “Throwback Thursday”, we have started a “Throwback Fairway” campaign. Every Thursday, we post a picture from the past that was taken in Fairway. Here are the photos we’ve shown so far.

Movie at the Mission

On Friday, August 28th, we hosted a “Movie at the Mission” event, which was the first public event we’ve held since the pandemic hit us. The movie was “Charlie and the Chocolate Factory” and there were around 50-60 people that attended. Jennifer and I posted multiple signs instructing attendees to maintain proper social distancing throughout the event. We did not have any problems with social distancing at any point during the night.

Kansas City Symphony at the Mission

At 6pm on October 8th, the KC Symphony will be bringing a handful of musicians to perform at the Shawnee Indian Mission for a free outdoor concert. With their facility being shut down due to COVID-19, they are putting on several outdoor concerts throughout the metro area in hopes of staying engaged with the KC community. The concert will last around 45 minutes, attendees must bring their own seating and must maintain proper social distancing. We are very excited to partner with the KC Symphony and hope to collaborate again in the future.

KANSAS CITY SYMPHONY

<u>"Miles for the Mission" Virtual 5K Run/Walk</u>

We will be hosting a virtual 5K run/walk called "Miles for the Mission" from Nov 9-30. All proceeds will go to the Shawnee Indian Mission Fund. Registered participants will complete a 5K (3.1 miles) during the dates listed above and can submit their times to be posted on our website. Participants can run outdoors, on a trail, indoors, on a treadmill, etc. They are not required to do the full 5K at one time. We will not be awarding any 1st place, 2nd place, etc. due to the inability to verify times. Each participant will receive a race bag that will contain a medal, shirt, race bib and sponsor advertisement/coupons. The first 100 registrations will receive their race bag before the race dates, so they can wear their shirt and bib if they would like to. We will encourage them to post pictures of themselves running on social media, while use the tag **#milesforthemission**. Running/walking the 5K is not mandatory and we will welcome those who simply want the race bag and to support the site. We are actively looking for sponsors for this event, so please let me know if you have any businesses that might be interested in partnering. I will be reaching out to Fairway and other local businesses this month. Our goal is to make this an annual event, with the possibility of hosting an in-person race in the future. More information about this event will be posted on our website, social media and City emails.

Race Bib

Registration Dates & Fees per person:

Sept 1-30: **$35**
Oct 1-23: **$45**
Oct 24-Nov 8: **$55**
Nov 9-30: **$65**

FINANCE REPORT
FOR AUGUST 2020

AUGUST 2020 CASH AND CERTIFICATES OF DEPOSIT

The final General Fund Cash balance for August was $**1,498,624.95**

The final General Fund Money Market account balance was **$50,619.45**

The final balance for the General Fund Reserve CDs for August 2020 was **$419,114.15**

Part of the Reserve CD's are now reflected in the Equipment Reserve Fund.

The final balance of the General Fund Reserve for August 2020 was $**350,544.76**

The Finance Committee met on August 5th and 26th.

At the August 5th Finance Committee meeting, the Committee reviewed a draft of the 2021 General Fund Budget as well as the Budgets for all special funds.

At the August 26th Finance Committee meeting, the Committee discussed potential Capital Improvement Projects for this fall including the mill and overlay of Eastvale and the intersection of Reinhardt/Howe/57th streets. In addition to this, the Finance Committee also learned of a potential donation of 5 speed humps on Belinder Road to help calm traffic on the street. Staff also discussed het potential of filling vacant positions based on what the City's financial position was at the end of August. Lastly, staff informed the Finance Committee of a pending application for the Planning Commission regarding the redevelopment of the former Stroud's Restaurant location.

The next Finance Committee meeting will be September 30, 2020 at 7:30 a.m.

ATTACHMENTS

- August Financials

MONTHLY FINANCIAL STATEMENTS

CITY OF FAIRWAY

AUGUST 2020

PREPARED BY:

Miller MANAGEMENT
Good Faith Accounting Partners

KANSAS CITY | SPRINGFIELD

GOODFAITHACCOUNTING.COM

Management Responsibility

The organization's management is responsible for the information contained in these reports and for the development, implementation, and adherence of all financial policies and procedures. We recommend management carefully review all transactions contained in these reports to insure accuracy and clarity.

Table of Contents

- **Statement of Financial Position**
  The statement of financial position gives a financial picture of the organization as of the end of the reporting period. It reflects the assets, liabilities, and net assets of the organization.

Definition of Fund Accounting Terms

Net Assets *– Total Assets minus Total Liabilities. Net assets fall into one of three categories (from most restricted to least restricted):*

1. ***Net Investment in Fixed Assets*** *- total fixed assets minus accumulated depreciation minus any debt related to the fixed assets.*

2. ***Restricted*** *– those funds which are legally restricted by outside parties or by law through constitutional provisions or enabling legislation*;

3. ***Unrestricted*** *– funds available for general operations.*

- **Statement of Activities**
  The statement of activities reflects the revenues and expenses of the organization for the current period of time—typically the current month and year-to-date. It can also be used to compare actual revenues and expenses to those budgeted.

City of Fairway
Statement of Net Assets
8/31/2020

Assets

	Cash		
	Cash in General Checking - Pooled		
1010.000	General Fund	1,498,624.95	
1010.000	General Fund Reserves*	(68,569.39)	
1010.000	Special Highway Fund	118,388.67	
1010.000	Storm Water Utility Fund	125,687.01	
1010.000	Debt Service Fund	7,639.38	
1010.000	2014 Sales Tax Fund	24,100.91	
1010.000	Equipment Reserve Fund	490,000.00	
1010.000	Shawnee Indian Mission Fund	6,566.58	
1010.000	Special Parks & Recreation Fund	15,350.74	
1010.000	Fairway Tree Fund	9,063.00	
1010.000	Drug Tax Fund	1.00	
1010.000	Captial Improvements Fund	425,975.27	
1010.000	City Hall Renovations	0.11	
	Total Cash in General Checking - Pooled		$ 2,652,828.23
	Cash in Other Accounts		
1131.000	General Fund Money Market Account	50,619.45	
1132.000	CD - GF Reserves (FNB 0826)	53,465.36	
1133.000	CD - GF Reserves (FNB 0031)	143,886.65	
1134.000	CD - GF Reserves (FNB 0827)	107,802.73	
1135.000	CD - GF Reserves (FNB 0828)	113,959.41	
1112.000	Court Bond Cash	14,756.00	
1113.000	Police Property & Evidence	1,285.41	
1111,1128	Petty Cash Funds	169.00	
	Total Cash in Other Accounts		485,944.01
	Total Cash		3,138,772.24
	Other Current Assets		
1121.000	Taxes Receivable	2,342,288.00	
1122.000	Drain Removal Reimbursement	685.68	
1127.000	Prepaid Expenses	38,666.07	
1125,1126,1129	Accounts Receivable	6,857.00	
	Total Other Current Assets		2,388,496.75
	Total Assets		**$ 5,527,268.99**

*CD's that are part of the general fund reserves are not reflected in this amount.

Liabilities & Net Assets

	Current Liabilities	
2005.000	Accounts Payable	95,590.42
2030.000	Accounts Payable Payroll	69,062.39
2040.000	Insurance Settlement	4,806.16
2110.2111	Court Bond Liability	13,502.05
2115.000	Police Property & Evidence	1,764.41
2116.000	State Court Costs	4,335.89

City of Fairway
Statement of Net Assets
8/31/2020

2117.000	State Judge's Training Fee	980.00		
2118.000	State DL Reinstatement	(704.88)		
2119.000	State Community Correction Fund	(425.00)		
2120.000	Seatbelt Safety Fund	(20.00)		
2125.000	Collection Fees Payable	119.47		
2130.000	Federal Withholding Payable	13,069.70		
2140.000	Kansas Withholding Payable	2,188.00		
2180.000	Retirement - Employee	1,519.12		
2190.000	Group Life	188.32		
2200.000	Dental Withholding	833.40		
2210.000	Health Insurance	6,783.33		
2211.000	HSA	(1,052.05)		
2212.000	Short Term Disability	(1,654.83)		
2213.000	FSA 125 Plan	(171.25)		
2214.000	Supplemental Insurance	512.21		
2215.000	Vision Insurance	521.27		
2220.000	Garnishments	-		
	Total Current Liabilities		$	211,748.13
	Other Liabilities			
2300.000	Deferred Revenue - Bond & Interest Fund	128,208.00		
2400.000	Deferred Revenue - General Fund	1,804,974.00		
	Total Other Liabilities			1,933,182.00
	Net Assets			
2500.100	Fund Balance - General Fund	1,695,817.09		
2500.110	Fund Balance - General Fund Reserves	350,544.76		
2500.520	Fund Balance Designated - Special Highway	145,360.67		
2500.540	Fund Balance Designated - Storm Water	125,687.01		
2500.660	Fund Balance Designated - Bond & Interest	33,454.40		
2500.665	Fund Balance Designated - Sales Tax Fund	75,731.63		
2500.750	Fund Balance Designated - Equipment Reserve	490,000.00		
2500.770	Fund Balance Designated - Special Parks & Recreation	15,350.74		
2500.760	Fund Balance Designated - Shawnee Indian Mission	4,280.33		
2500.780	Fund Balance Designated - Fairway Tree Fund	9,063.00		
2500.880	Fund Balance Designated - Drug Tax	1.00		
2500.900	Fund Balance Designated - Capital Improvement Funds	437,048.23		
2500.904	Fund Balance Designated - City Hall Renovations	-		
	Total Net Assets			3,382,338.86
	Total Liabilities & Net Assets		**$**	**5,527,268.99**

City of Fairway

Subsidiary Schedule - Cash Balances

For the 8 Months Ended 8/31/2020

		12/31/2019 Balance	2020 Activity Receipts	2020 Activity Disbursements	8/31/2020 Balance
	Funds Pooled in General Checking				
1010	General Fund	352,851.73	$ 3,615,450.35	$ 2,469,677.13	1,498,624.95
1010	General Fund Reserves	(68,569.39)	-	-	(68,569.39)
1010	Special Highway Fund	90,288.55	76,588.12	48,488.00	118,388.67
1010	Storm Water Utility Fund	24,395.28	243,325.36	142,033.63	125,687.01
1010	Debt Service Fund	68,046.51	268,541.81	328,948.94	7,639.38
1010	2014 Sales Tax Fund	76,608.91	197,874.87	250,382.87	24,100.91
1010	Equipment Reserve Fund	465,000.00	25,000.00	-	490,000.00
1010	Shawnee Indian Mission Fund	4,673.76	67,966.75	66,073.93	6,566.58
1010	Special Parks & Recreation Fund	18,166.01	6,014.73	8,830.00	15,350.74
1010	Fairway Tree Fund	25,188.00	2,775.00	18,900.00	9,063.00
1010	Drug Tax Fund	1.00	-	-	1.00
1010	Capital Improvement Funds	397,867.62	106,145.47	78,037.82	425,975.27
1010	City Hall Renovations	7,857.16	-	7,857.05	0.11
	Total Funds Pooled in General Checking	1,462,375.14	4,609,682.46	3,419,229.37	2,652,828.23
	Funds Held in Other Accounts				
1131	General Fund Money Market Account	50,553.39	66.06	-	50,619.45
1132	Certificate of Deposit - GF Reserves	52,918.83	546.53	-	53,465.36
1133	Certificate of Deposit - GF Reserves	143,375.57	511.08	-	143,886.65
1134	Certificate of Deposit - GF Reserves	106,700.75	1,101.98	-	107,802.73
1135	Certificate of Deposit - GF Reserves	112,979.97	979.44	-	113,959.41
1112	Court Bond Cash	15,328.00	1,413.00	1,985.00	14,756.00
1113	Police Property & Evidence	1,285.41	-	-	1,285.41
1111,1128	Petty Cash	169.00	-	-	169.00
	Total Cash	**$ 1,945,686.06**	**$ 4,614,300.55**	**$ 3,421,214.37**	**$ 3,138,772.24**

City of Fairway

Statement of Activities

Year-to-Date Fund Summary

For the 8 Months Ended 8/31/2020

	General	General Fund Reserves	Special Highway	Storm Water Utility	Debt Service	2014 Sales Tax Fund	Equipment Reserve	Shawnee Indian Mission Fund	Special Parks & Recreation	Fairway Tree Fund	Drug Tax	General Capital Improvement	City Hall Renovations	Total Funds
Cash Carryforward	$ 403,405.12	$ 347,405.73	$ 90,288.55	$ 24,395.28	$ 68,046.51	$ 76,608.91	$ 465,000.00	$ 4,673.76	$ 18,166.01	$ 25,188.00	$ 1.00	$ 397,867.62	$ 7,857.16	$ 1,928,903.65
Revenue														
Assessment Revenue	3,573,423.69		76,588.12	243,325.36	268,541.81	197,874.87			6,014.73		-	98,937.42		4,464,706.00
Other Income	43,505.72	3,139.03	-		-			52,966.75		2,775.00				102,386.50
Bond Proceeds												-	-	-
Transfer of Funds	-	-	-	-	-	-	25,000.00	15,000.00	-	-	-	7,208.05	-	47,208.05
Total Revenue	3,616,929.41	3,139.03	76,588.12	243,325.36	268,541.81	197,874.87	25,000.00	67,966.75	6,014.73	2,775.00	-	106,145.47	-	4,614,300.55
Total Revenue & Cash Carryforward	4,020,334.53	350,544.76	166,876.67	267,720.64	336,588.32	274,483.78	490,000.00	72,640.51	24,180.74	27,963.00	1.00	504,013.09	7,857.16	6,543,204.20
Expenditures														
Administration	984,831.17													984,831.17
Police	725,924.28													725,924.28
Public Works	590,712.21													590,712.21
Court	74,350.32													74,350.32
Parks & Recreation	186,864.52													186,864.52
Projects			48,488.00	14,485.00		-	-		8,830.00	18,900.00		74,659.10	7,857.05	173,219.15
Programs								66,073.93			-			66,073.93
Payments				99,813.00	328,948.94	250,382.87						18,120.00		697,264.81
Miscellaneous			-	27,735.63	-									27,735.63
Contingency	15,000.00	-	-	-	-	-	-	-	-	-	-	-	-	15,000.00
Total Expenditures	**2,577,682.50**	**-**	**48,488.00**	**142,033.63**	**328,948.94**	**250,382.87**	**-**	**66,073.93**	**8,830.00**	**18,900.00**	**-**	**92,779.10**	**7,857.05**	**3,541,976.02**
Change in Fund Balance After Cash Carryforward	**$ 1,442,652.03**	**$ 350,544.76**	**$ 118,388.67**	**$ 125,687.01**	**$ 7,639.38**	**$ 24,100.91**	**$ 490,000.00**	**$ 6,566.58**	**$ 15,350.74**	**$ 9,063.00**	**$ 1.00**	**$ 411,233.99**	**$ 0.11**	**$ 3,001,228.18**
Change in Fund Balance Before Cash Carryforward	**$ 1,039,246.91**	**$ 3,139.03**	**$ 28,100.12**	**$ 101,291.73**	**$ (60,407.13)**	**$ (52,508.00)**	**$ 25,000.00**	**$ 1,892.82**	**$ (2,815.27)**	**$ (16,125.00)**	**$ -**	**$ 13,366.37**	**$ (7,857.05)**	**$ 1,072,324.53**
Beginning Fund Balance	**656,570.15**	**347,405.76**	**117,260.55**	**24,395.28**	**93,861.53**	**128,239.63**	**465,000.00**	**2,387.51**	**18,166.01**	**25,188.00**	**1.00**	**423,681.86**	**7,857.05**	**2,310,014.33**
Ending Fund Balance	**$ 1,695,817.06**	**$ 350,544.79**	**$ 145,360.67**	**$ 125,687.01**	**$ 33,454.40**	**$ 75,731.63**	**$ 490,000.00**	**$ 4,280.33**	**$ 15,350.74**	**$ 9,063.00**	**$ 1.00**	**$ 437,048.23**	**$ -**	**$ 3,382,338.86**

City of Fairway
Statement of Activities
General Operating Fund
For the 8 Months Ended 8/31/2020

			Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
		Revenues						
4000	.100	Cash Carryforward	$ -	$ 403,405.12	$ 260,000.00	$ 260,000.00	$ (143,405.12)	($0.55)
4005	.100	Advalorem Tax	-	1,826,771.42	1,846,389.29	1,882,815.00	56,043.58	3.0%
4010	.100	Back Tax	-	6,338.95	-	-	(6,338.95)	N/A
4020	.100	Local Sales Tax	58,835.63	395,749.73	375,686.25	560,000.00	164,250.27	29.3%
4030	.100	County/State Sales Tax	49,169.27	341,065.23	337,694.79	505,000.00	163,934.77	32.5%
4040	.100	County Special Sales Tax	9,833.88	68,213.22	66,603.38	100,000.00	31,786.78	31.8%
4045	.100	County Public Safety Sales Tax	18,219.98	68,212.80	66,724.62	100,000.00	31,787.20	31.8%
4050	.100	Motor Vehicle Tax	(8,386.16)	82,259.25	93,953.36	169,487.00	87,227.75	51.5%
4060	.100	Rec Vehicle Tax/Commercial Vehicle Tax	-	1,218.04	886.16	994.00	(224.04)	-22.5%
4066	.100	Building Permits	16,228.09	85,379.64	86,708.81	110,000.00	24,620.36	22.4%
4068	.100	Occ Lic/CMB Lic	1,074.63	7,475.46	8,421.76	10,000.00	2,524.54	25.2%
4069	.100	Rental Licenses/Inspection	1,455.00	25,110.00	19,086.00	20,000.00	(5,110.00)	-25.6%
4070	.100	Franchise Tax - KCP&L	25,143.62	105,601.92	156,159.86	215,000.00	109,398.08	50.9%
4080	.100	Franchise Tax - Gas Service	2,760.01	61,351.25	67,840.58	80,000.00	18,648.75	23.3%
4090	.100	Franchise Tax - AT&T	314.00	13,874.78	11,308.51	20,000.00	6,125.22	30.6%
4100	100	Franchise Tax - TimeWarner	6,909.24	21,055.99	15,040.86	25,000.00	3,944.01	15.8%
4110	.100	Franchise Tax - Surewest	512.65	4,254.19	4,115.02	7,000.00	2,745.81	39.2%
4115	.100	Franchise Tax - Google	4,821.00	14,674.00	10,071.00	15,000.00	326.00	2.2%
4120	.100	Franchise Tax - MCI Metro	-	-	-	-	-	N/A
4200	.100	Dog Licenses	30.00	6,386.00	8,279.00	8,400.00	2,014.00	24.0%
4290	.100	Ordinance Violation Assesment	-	5,158.80	-	-	(5,158.80)	N/A
4300	.100	Alarm Fees	130.00	320.00	668.36	750.00	430.00	57.3%
4340	.100	City Solid Waste and Recyling	-	315,898.62	314,280.49	322,000.00	6,101.38	1.9%
4350	.100	Local Alcoholic Liquor	-	6,014.71	7,547.61	15,721.00	9,706.29	61.7%
4500	.100	Pool Membership Fees	-	-	100,000.00	100,000.00	100,000.00	100.0%
4550	.100	Pool Gate Fees	-	-	60,776.00	64,000.00	64,000.00	100.0%
4570	.100	P&R Programming	144.14	5,432.20	43,608.05	50,000.00	44,567.80	89.1%
4575	.100	Special Events	-	255.00	5,000.00	5,000.00	4,745.00	94.9%
4580	.100	P&R - Super Pass	-	-	7,270.00	14,500.00	14,500.00	100.0%
4590	.100	Pool/Shelter Rental	55.00	10,820.00	23,547.50	30,000.00	19,180.00	63.9%
4595	.100	Sponsorships/Donations	-	-	1,000.00	1,000.00	1,000.00	100.0%
4600	.100	Pool Concessions	-	-	41,091.65	43,000.00	43,000.00	100.0%
4650	.100	Swim Team Revenues	-	-	16,500.00	16,500.00	16,500.00	100.0%
4660	.100	Special Events	-	-	-	-	-	N/A
4700	.100	Court Fines	14,041.38	74,972.57	100,547.30	140,000.00	65,027.43	46.4%
4701	.100	Bond Forfeits	-	250.00	-	-	(250.00)	N/A
4705	.100	Returned Check Fees	-	30.00	-	-	(30.00)	N/A
4710	.100	Court Costs	2,545.00	17,784.92	32,681.00	45,000.00	27,215.08	60.5%
4715	.100	Insurance Settlement	-	-	-	-	-	N/A
4720	.100	Driver License Reinstatement	-	-	-	-	-	N/A
4725	.100	Fingerprinting Services	72.00	1,495.00	1,561.65	2,500.00	1,005.00	40.2%
4730	.100	Right of Way Permits	-	9,280.00	7,080.00	10,000.00	720.00	7.2%
4740	.100	Interest on Investments	126.94	1,022.71	666.64	1,000.00	(22.71)	-2.3%
4750	.100	Record Copying	67.34	319.34	526.66	700.00	380.66	54.4%
4755	.100	Trash Bag Tags	3.75	251.25	207.50	300.00	48.75	16.3%
4760	.100	Miscellaneous	19,036.37	32,632.42	3,062.85	4,000.00	(28,632.42)	-715.8%
4765	.100	City Logo Product Sales	-	-	25.00	25.00	25.00	100.0%
		Total Revenues	**223,142.76**	**4,020,334.53**	**4,202,617.51**	**4,954,692.00**	**934,357.47**	**18.9%**
		Expenditures						
		Administration						
5010	.411	Salaries	19,704.37	172,823.24	208,437.00	318,783.00	145,959.76	45.8%
5030	.411	Payroll Taxes-Employer	1,722.42	15,878.81	15,945.00	24,387.00	8,508.19	34.9%
5090	.411	Retirement	3,345.22	24,480.16	28,365.00	43,387.00	18,906.84	43.6%
5220	.411	License Fees	90.00	9,358.04	12,500.00	12,500.00	3,141.96	25.1%
5230	.411	Utilities	1,240.45	14,900.93	28,000.00	40,000.00	25,099.07	62.7%
5250	.411	Insurance	584.82	136,083.27	143,247.00	145,897.00	9,813.73	6.7%

City of Fairway
Statement of Activities
General Operating Fund
For the 8 Months Ended 8/31/2020

			Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
5260	.411	Health Insurance	249.99	27,810.80	48,464.00	72,703.00	44,892.20	61.7%
5290	.411	Animal Care	-	-	15,000.00	15,000.00	15,000.00	100.0%
5310	.411	Accounting	6,148.00	26,844.00	32,100.00	40,200.00	13,356.00	33.2%
5320	.411	Consultant/Engineering	16,485.00	40,751.00	-	-	(40,751.00)	N/A
5330	.411	Building Maintenance	720.75	7,547.45	10,200.00	15,000.00	7,452.55	49.7%
5340	.411	Publications	50.78	485.81	3,650.00	4,200.00	3,714.19	88.4%
5350	.411	Legal Fees	12,283.51	60,172.91	44,664.00	67,000.00	6,827.09	10.2%
5360	.411	Printing/Newsletter	-	1,043.72	2,218.50	4,800.00	3,756.28	78.3%
5370	.411	Equipment Maintenance & Licenses	2,457.08	15,393.48	20,464.00	30,700.00	15,306.52	49.9%
5380	.411	Training/Membership	1,212.95	9,344.46	17,179.56	22,800.00	13,455.54	59.0%
5390	.411	Election	-	-	-	-	-	N/A
5400	.411	Special Assistance	1,000.00	2,000.00	2,000.00	2,000.00	-	0.0%
5410	.411	Civil Defense Siren	33.37	160.87	299.74	450.00	289.13	64.3%
5420	.411	Reimbursed Expenditures	200.00	1,600.00	500.00	500.00	(1,100.00)	-220.0%
5430	.411	Mayor/Councilmembers	1,500.00	12,000.02	12,000.00	18,000.00	5,999.98	33.3%
5470	.411	City Solid waste and Recycling	27,139.13	217,413.04	217,112.00	325,670.00	108,256.96	33.2%
5610	.411	Operating Supplies	-	629.82	-	-	(629.82)	N/A
5700	.411	Office Supplies	643.13	2,099.51	3,097.22	4,300.00	2,200.49	51.2%
5718	.411	Credit Card Fees	151.48	1,278.29	4,000.00	6,000.00	4,721.71	78.7%
5720	.411	Miscellaneous	26.77	68.51	1,328.00	2,000.00	1,931.49	96.6%
5725	.411	Ordinance Violation Assesment	-	62.00	-	-	(62.00)	N/A
5730	.411	Postage	-	1,715.10	3,613.30	5,420.00	3,704.90	68.4%
5850	.411	Publicity/Memberships	74.99	74.99	-	-	(74.99)	N/A
5900	.411	Capital Outlay	-	-	27,055.00	27,055.00	27,055.00	100.0%
5940	.411	Debt Service - GO Bonds 2010 & 2012	156,476.75	182,810.94	168,957.50	182,811.00	0.06	0.0%
5951	.411	Contingency	-	-	73,328.00	110,000.00	110,000.00	100.0%
		Total Administration	**253,540.96**	**984,831.17**	**1,143,724.82**	**1,541,563.00**	**556,731.83**	**36.1%**
		Police						
5010	.412	Salaries	46,973.57	436,017.09	513,000.00	769,502.00	333,484.91	43.3%
5020	.412	Overtime	2,697.43	13,513.66	13,573.00	20,000.00	6,486.34	32.4%
5030	.412	Payroll Taxes-Employer	3,406.68	30,409.52	40,988.00	60,397.00	29,987.48	49.7%
5090	.412	Retirement	14,924.40	95,216.86	111,385.00	164,130.00	68,913.14	42.0%
5200	.412	Uniforms	449.12	2,090.00	4,150.00	8,500.00	6,410.00	75.4%
5220	.412	License Fees	-	17.88	-	-	(17.88)	N/A
5230	.412	Utilities	1,649.18	12,214.69	15,100.00	21,000.00	8,785.31	41.8%
5250	.412	Insurance	165.50	165.50	-	-	(165.50)	N/A
5260	.412	Health Insurance	375.00	44,215.76	90,682.00	136,023.00	91,807.24	67.5%
5300	.412	Pest Control	-	-	-	-	-	N/A
5330	.412	Building Maintenance	1,129.98	5,616.64	7,100.00	13,200.00	7,583.36	57.4%
5360	.412	Printing/Newsletter	110.86	1,010.66	2,300.00	3,500.00	2,489.34	71.1%
5370	.412	Equipment Maintenance & Licenses	-	-	-	-	-	N/A
5380	.412	Training/Membership	799.00	7,222.32	16,000.00	20,000.00	12,777.68	63.9%
5381	.412	Dues/Membership	360.00	1,904.93	3,700.00	4,000.00	2,095.07	52.4%
5395	.412	Ammunition	-	-	2,000.00	2,600.00	2,600.00	100.0%
5455	.412	Computer	504.75	14,837.59	14,000.00	19,800.00	4,962.41	25.1%
5475	.412	Equipment Purchase	49.99	1,662.29	8,500.00	10,000.00	8,337.71	83.4%
5480	.412	Radio/Radar	127.00	1,526.00	3,400.00	4,000.00	2,474.00	61.9%
5500	.412	Contract Services	84.00	8,682.21	6,000.00	8,500.00	(182.21)	-2.1%
5670	.412	Prisoner Care	-	-	2,250.00	3,000.00	3,000.00	100.0%
5700	.412	Office Supplies	437.39	1,954.27	4,900.00	6,750.00	4,795.73	71.0%
5715	.412	Photography	-	-	-	-	-	N/A
5720	.412	Miscellaneous	-	53.00	1,600.00	2,500.00	2,447.00	97.9%
5780	.412	Car Expense	3,108.14	20,353.41	23,000.00	40,284.00	19,930.59	49.5%
5900	.412	Capital Outlay	-	2,240.00	14,000.00	15,500.00	13,260.00	85.5%
5911	.412	Transfer to Equipment Rsv.	25,000.00	25,000.00	-	25,000.00	-	0.0%
		Total Police	**102,351.99**	**725,924.28**	**897,628.00**	**1,358,186.00**	**632,261.72**	**46.6%**

City of Fairway
Statement of Activities
General Operating Fund
For the 8 Months Ended 8/31/2020

			Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
		Public Works						
5010	.413	Salaries	23,789.32	213,569.10	220,956.84	319,160.00	105,590.90	33.1%
5020	.413	Overtime	73.47	5,913.72	10,368.00	15,423.00	9,509.28	61.7%
5030	.413	Payroll Taxes-Employer	1,682.83	15,682.32	17,720.28	25,596.00	9,913.68	38.7%
5090	.413	Retirement	4,336.96	28,731.43	30,288.42	43,750.00	15,018.57	34.3%
5200	.413	Uniforms	-	2,476.16	2,500.00	2,500.00	23.84	1.0%
5230	.413	Utilities	2,180.72	12,966.80	16,533.36	24,800.00	11,833.20	47.7%
5260	.413	Health Insurance	375.00	43,172.58	46,772.00	70,158.00	26,985.42	38.5%
5320	.413	Consultant/Engineering	-	2,190.00	37,000.00	40,500.00	38,310.00	94.6%
5330	.413	Building Maintenance	2,140.30	2,773.59	2,000.00	3,000.00	226.41	7.5%
5370	.413	Equipment Maintenance & Licenses	772.58	1,303.94	8,500.00	15,000.00	13,696.06	91.3%
5380	.413	Training/Membership	-	837.23	5,550.00	6,500.00	5,662.77	87.1%
5472	.413	Equipment Rental	-	680.00	500.00	1,000.00	320.00	32.0%
5510	.413	Tree Board	-	-	-	2,500.00	2,500.00	100.0%
5520	.413	Salt	-	10,216.08	13,360.00	20,440.00	10,223.92	50.0%
5550	.413	Street Repair	-	14,999.20	20,000.00	20,000.00	5,000.80	25.0%
5570	.413	Tree Expense	5,420.00	40,350.00	42,058.64	55,588.00	15,238.00	27.4%
5580	.413	Street Lights	8,647.32	64,836.38	96,333.28	144,500.00	79,663.62	55.1%
5585	.413	Crack Sealing	-	-	-	-	-	N/A
5700	.413	Office Supplies	-	357.15	1,100.00	1,650.00	1,292.85	78.4%
5720	.413	Miscellaneous	11.96	74.94	232.00	350.00	275.06	78.6%
5760	.413	Dump Fees	-	1,004.88	3,675.00	7,500.00	6,495.12	86.6%
5770	.413	Materials/Supplies	1,347.74	14,291.65	14,400.00	20,500.00	6,208.35	30.3%
5780	.413	Car Expense	710.58	6,680.46	13,500.00	20,000.00	13,319.54	66.6%
5783	.413	Lease/Purchase Payments	-	-	-	-	-	N/A
5800	.413	Street Signs	-	33.60	2,336.00	3,500.00	3,466.40	99.0%
5900	.413	Capital Outlay	-	3,864.00	6,500.00	6,500.00	2,636.00	40.6%
5940	.413	Debt Service - GO Bonds 2010 & 2012	101,128.50	103,707.00	103,707.00	103,707.00	-	0.0%
		Total Public Works	**152,617.28**	**590,712.21**	**715,890.82**	**974,122.00**	**383,409.79**	**39.4%**
		Court						
5010	.414	Salaries	6,406.13	54,344.82	36,611.00	56,000.00	1,655.18	3.0%
5020	.414	Overtime	-	-	1,000.00	1,500.00	1,500.00	100.0%
5030	.414	Payroll Taxes-Employer	455.77	3,932.84	2,864.00	4,296.00	363.16	8.5%
5090	.414	Retirement	619.17	3,709.27	5,096.00	7,644.00	3,934.73	51.5%
5260	.414	Health Insurance	249.99	8,674.94	4,400.00	6,600.00	(2,074.94)	-31.4%
5350	.414	Legal Fees	-	1,772.75	2,000.00	3,000.00	1,227.25	40.9%
5381	.414	Dues/Membership	-	685.66	250.00	250.00	(435.66)	-174.3%
5640	.414	Driver License Reinstatement	-	-	-	-	-	N/A
5660	.414	Law Enforcement Training	-	-	-	-	-	N/A
5670	.414	Prisoner Care	-	795.00	700.00	1,000.00	205.00	20.5%
5700	.414	Office Supplies	-	264.16	-	-	(264.16)	N/A
5720	.414	Miscellaneous	-	170.88	166.64	249.96	79.08	31.6%
		Total Court	**7,731.06**	**74,350.32**	**53,087.64**	**80,539.96**	**6,189.64**	**7.7%**
		Parks & Recreation						
5010	.415	Salaries	9,709.86	89,497.85	297,168.00	358,668.00	269,170.15	75.0%
5020	.415	Overtime	-	-	-	-	-	N/A
5030	.415	Payroll Taxes-Employer	686.94	6,413.34	17,940.88	27,439.00	21,025.66	76.6%
5090	.415	Retirement	1,718.32	11,071.26	11,498.52	17,586.00	6,514.74	37.0%
5200	.415	Uniforms	-	230.00	5,000.00	5,000.00	4,770.00	95.4%
5230	.415	Utilities	1,581.21	11,508.55	25,000.00	44,000.00	32,491.45	73.8%
5260	.415	Health Insurance	125.01	16,742.84	19,079.28	28,619.00	11,876.16	41.5%
5380	.415	Training/Membership	-	2,174.93	5,750.00	10,500.00	8,325.07	79.3%
5420	.415	Reimbursed Expenditures	95.11	116.37	700.00	900.00	783.63	87.1%
5605	.415	Maintenance	375.00	8,591.84	17,300.00	26,500.00	17,908.16	67.6%
5610	.415	Operating Supplies	279.64	5,893.41	9,400.00	11,000.00	5,106.59	46.4%

City of Fairway
Statement of Activities
General Operating Fund
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
5630 .415	Taxes	-	6,391.94	6,000.00	12,500.00	6,108.06	48.9%
5718 .415	Credit Card Fees	18.52	1,215.63	6,750.00	7,000.00	5,784.37	82.6%
5720 .415	Miscellaneous	-	39.00	110.00	200.00	161.00	80.5%
5820 .415	Chemicals	-	-	12,500.00	14,000.00	14,000.00	100.0%
5830 .415	Landscaping	-	2,935.00	4,000.00	4,500.00	1,565.00	34.8%
5840 .415	Facility Rental Supplies	48.52	3,789.04	4,700.00	7,000.00	3,210.96	45.9%
5850 .415	Publicity/Memberships	95.88	3,378.74	5,050.00	6,500.00	3,121.26	48.0%
5860 .415	Swim Team Expenditures	200.00	200.00	3,300.00	3,300.00	3,100.00	93.9%
5870 .415	Concession Supplies	-	2,099.06	27,500.00	29,000.00	26,900.94	92.8%
5900 .415	Capital Outlay	-	9,491.00	10,000.00	30,000.00	20,509.00	68.4%
5920 .415	Concerts/Programming	500.00	5,084.72	22,500.00	32,000.00	26,915.28	84.1%
5925 .415	Transfer to SIM Fund	-	-	-	-	-	N/A
5931 .415	Special Events	-	-	4,600.00	6,000.00	6,000.00	100.0%
	Total Parks & Recreation	**15,434.01**	**186,864.52**	**515,846.68**	**682,212.00**	**495,347.48**	**72.6%**
	Interfund Transfers						
5910 .420	Transfer of Funds	-	-	271,151.00	271,151.00	271,151.00	100.0%
5911 .420	Transfer to Equipment Rsv.	-	-	10,000.00	10,000.00	10,000.00	100.0%
5912 .420	Transfer to SIM Fund	15,000.00	15,000.00	20,000.00	37,000.00	22,000.00	59.5%
5913 .420	Transfer to Debt Service Fund	-	-	-	-	-	N/A
	Total Interfund Transfers	**15,000.00**	**15,000.00**	**301,151.00**	**318,151.00**	**303,151.00**	**95.3%**
	Total Expenditures	**546,675.30**	**2,577,682.50**	**3,627,328.96**	**4,954,773.96**	**2,377,091.46**	**48.0%**
	Change in Fund Balance	**$ (323,532.54)**	**$ 1,442,652.03**	**$ 575,288.55**	**$ (81.96)**	**$ (1,442,733.99)**	

	Total	GF	Reserves
Change in Fund Balance w/o Cash Carryforward (including Reserves)	**$ 1,042,385.94**	**$ 1,039,246.91**	**$ 3,139.03**
Beginning Fund Balance	**1,003,975.91**	**656,570.15**	**347,405.76**
Ending Fund Balance	**$ 2,046,361.85**	**$ 1,695,817.06**	**$ 350,544.79**

City of Fairway

Statement of Activities
General Fund Reserves - 110
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.110	Cash Carryforward	$ -	$ 347,405.73	$ -	$ -	$ (347,405.73)
4740.110	Interest on Investments	-	3,139.03	-	-	(3,139.03)
4800.110	Transfer of Funds	-	-	-	-	-
	Total Revenues	-	350,544.76	-	-	(350,544.76)
	Expenditures					
5950.110	Contingency - General Fund Reserves	-	-	-	-	-
	Total Expenditures	-	-	-	-	-
	Change in Fund Balance	**$ -**	**$ 350,544.76**	**$ -**	**$ -**	**$ (350,544.76)**

City of Fairway

Statement of Activities
Special Highway - 520
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.520	Cash Carryforward	$ -	$ 90,288.55	$ 65,583.31	$ 65,583.31	$ (24,705.24)
4726.520	Special Highway Revenue	-	76,588.12	80,767.50	107,690.00	31,101.88
4760.520	Miscellaneous	-	-	-	-	-
	Total Revenues	-	166,876.67	146,350.81	173,273.31	6,396.64
	Expenditures					
5500.520	Contract Services	-	-	-	-	-
5680.520	Street Repairs/Improvements	-	48,488.00	75,000.00	125,000.00	76,512.00
5681.520	CIP Street Projects	-	-	-	-	-
5705.520	Cash Reserve	-	-	-	48,273.31	48,273.31
5910.520	Transfer of Funds	-	-	-	-	-
	Total Expenditures	-	48,488.00	75,000.00	173,273.31	124,785.31
	Change in Fund Balance	**$ -**	**$ 118,388.67**	**$ 71,350.81**	**$ -**	**$ (118,388.67)**

Change in Fund Balance without Cash Carryforward	**$ 28,100.12**
Beginning Fund Balance	**117,260.55**
Ending Fund Balance	**$ 145,360.67**

City of Fairway

Statement of Activities
Storm Water Utility - 540
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.540	Cash Carryforward	$ -	$ 24,395.28	$ 17,638.88	$ 17,638.88	$ (6,756.40)
4770.540	Stormwater Utility Revenue	-	243,325.36	245,000.00	248,000.00	4,674.64
	Total Revenues	-	267,720.64	262,638.88	265,638.88	(2,081.76)
	Expenditures					
5017.540	Stormwater Projects	-	14,485.00	125,000.00	125,000.00	110,515.00
5205.540	Bond Payment	82,981.50	99,813.00	99,813.00	99,813.00	-
5705.540	Cash Reserve	-	-	-	13,090.25	13,090.25
5720.540	Miscellaneous	-	27,735.63	27,735.63	27,735.63	-
	Total Expenditures	82,981.50	142,033.63	252,548.63	265,638.88	123,605.25
	Change in Fund Balance	**$ (82,981.50)**	**$ 125,687.01**	**$ 10,090.25**	**$ -**	**$ (125,687.01)**

Change in Fund Balance without Cash Carryforward	**$ 101,291.73**
Beginning Fund Balance	**24,395.28**
Ending Fund Balance	**$ 125,687.01**

City of Fairway

Statement of Activities
Debt Service Fund - 660
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.660	Cash Carryforward	$ -	$ 68,046.51	$ 47,131.64	$ 47,131.64	$ (20,914.87)
4005.660	Advalorem Tax	-	164,689.04	119,792.28	120,934.28	(43,754.76)
4010.660	Back Tax	-	359.18	1,125.60	1,125.60	766.42
4020.660	Local Sales Tax	14,708.90	98,937.42	90,000.00	135,000.00	36,062.58
4050.660	Motor Vehicle Tax	-	4,488.56	2,760.29	3,219.29	(1,269.27)
4060.660	Rec Vehicle Tax/Commercial Vehicle Tax	-	67.61	28.04	40.04	(27.57)
4063.660	Telecom Slider Tax	-	-	-	-	-
4740.660	Interest on Investments	-	-	-	-	-
4760.660	Miscellaneous	-	-	-	-	-
	Total Revenues	14,708.90	336,588.32	260,837.85	307,450.85	(29,137.47)
	Expenditures					
5205.660	Bond Payment	157,311.00	161,322.00	161,322.00	161,322.00	-
5206.660	Bond Payment - 2016A GO	86,368.50	103,887.00	103,887.00	103,887.00	-
5207.660	Bond Payment- 2019 A	40,366.25	63,739.94	63,740.00	63,740.00	0.06
5706.660	Sales Tax Cash Reserve	-	-	-	24,231.35	24,231.35
5720.660	Miscellaneous	-	-	-	-	-
	Total Expenditures	284,045.75	328,948.94	328,949.00	353,180.35	24,231.41
	Change in Fund Balance	**$ (269,336.85)**	**$ 7,639.38**	**$ (68,111.15)**	**$ (45,729.50)**	**$ (53,368.88)**

Change in Fund Balance without Cash Carryforward	**$ (60,407.13)**
Beginning Fund Balance	**93,861.53**
Ending Fund Balance	**$ 33,454.40**

City of Fairway
Statement of Activities
2014 Sales Tax Fund
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.665	Cash Carryforward	$ -	$ 76,608.91	56,899.31	56,899.31	(19,709.60)
4020.665	Local Sales Tax	29,417.82	197,874.87	183,333.36	275,000.00	77,125.13
	Total Revenues	29,417.82	274,483.78	240,232.67	331,899.31	57,415.53
	Expenditures					
5782.665	Lease/Purchase Payment PW Facility	50,107.06	100,214.12	100,215.00	100,215.00	0.88
5901.665	Capital Outlay	-	-	-	200,000.00	200,000.00
5941.665	Bond Payment - 2014A GO	57,751.25	57,751.25	57,750.00	57,750.00	(1.25)
5942.665	Bond Payment - 2015A GO	66,208.75	92,417.50	92,418.00	92,418.00	0.50
5952.665	Sales Tax Reserve	-	-	-	41,776.46	41,776.46
	Total Expenditures	174,067.06	250,382.87	250,383.00	492,159.46	241,776.59
	Change in Fund Balance	**$ (144,649.24)**	**$ 24,100.91**	**$ (10,150.33)**	**$ (160,260.15)**	**$ (184,361.06)**

Change in Fund Balance without Cash Carryforward	**$ (52,508.00)**
Beginning Fund Balance	**128,239.63**
Ending Fund Balance	**$ 75,731.63**

City of Fairway

Statement of Activities
Equipment Reserve Fund - 750
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.750	Cash Carryforward	$ -	$ 465,000.00	$ 65,000.00	$ 65,000.00	$ (400,000.00)
4810.750	Transfer from General Fund	-	-	10,000.00	10,000.00	10,000.00
4812.750	Transfer from PD	-	-	-	-	-
4820.750	Transfer from PD Budget	25,000.00	25,000.00	25,000.00	25,000.00	-
	Total Revenues	25,000.00	490,000.00	100,000.00	100,000.00	(390,000.00)
	Expenditures					
5475.750	Equipment Purchase	-	-	-	-	-
	Total Expenditures	-	-	-	-	-
	Change in Fund Balance	**$ 25,000.00**	**$ 490,000.00**	**$ 100,000.00**	**$ 100,000.00**	**$ (390,000.00)**

Change in Fund Balance without Cash Carryforward	**$ 25,000.00**
Beginning Fund Balance	**465,000.00**
Ending Fund Balance	**$ 490,000.00**

City of Fairway

Statement of Activities
Shawnee Indian Mission Fund - 760
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.760	Cash Carryforward	$ -	$ 4,673.76	$ -	$ -	$ (4,673.76)
4410.760	Programs/Events	-	587.00	6,250.00	10,000.00	9,413.00
4412.760	Tours/Admissions	35.00	1,118.00	2,700.00	4,500.00	3,382.00
4415.760	Facility Rental	-	60.00	800.00	1,000.00	940.00
4420.760	SIM Foundation	-	51,201.75	51,201.75	68,269.00	17,067.25
4425.760	KSHS	-	-	-	-	-
4430.760	Donations	-	-	105.00	150.00	150.00
4800.760	Transfer of Funds	15,000.00	15,000.00	33,000.00	36,760.00	21,760.00
	Total Revenues	15,035.00	72,640.51	94,056.75	120,679.00	48,038.49
	Expenditures					
5010.760	Salaries	4,229.76	37,967.15	36,988.00	54,988.00	17,020.85
5020.760	Overtime	-	-	-	-	-
5030.760	Payroll Taxes-Employer	304.83	2,726.02	2,803.00	4,207.00	1,480.98
5090.760	Retirement	728.19	4,652.93	4,893.40	7,484.00	2,831.07
5200.760	Uniforms	-	227.25	200.00	200.00	(27.25)
5230.760	Utilities	2,544.50	11,758.18	17,050.00	25,000.00	13,241.82
5260.760	Health Insurance	-	-	-	-	-
5330.760	Building Maintenance	-	-	-	-	-
5380.760	Training/Membership	-	-	-	-	-
5605.760	Maintenance	1,528.75	7,655.47	13,333.36	20,000.00	12,344.53
5610.760	Operating Supplies	-	82.70	300.00	500.00	417.30
5700.760	Office Supplies	-	-	-	-	-
5850.760	Publicity/Memberships	-	40.00	200.00	300.00	260.00
5920.760	Concerts/Programming	-	964.23	4,750.00	8,000.00	7,035.77
	Total Expenditures	9,336.03	66,073.93	80,517.76	120,679.00	54,605.07
	Change in Fund Balance	**$ 5,698.97**	**$ 6,566.58**	**$ 13,538.99**	**$ -**	**$ (6,566.58)**

Change in Fund Balance without Cash Carryforward	**$ 1,892.82**
Beginning Fund Balance	**2,387.51**
Ending Fund Balance	**$ 4,280.33**

City of Fairway

Statement of Activities
Special Parks & Recreation Fund - 770
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.770	Cash Carryforward	$ -	$ 18,166.01	$ 13,202.36	$ 13,202.36	$ (4,963.65)
4280.770	Local Alcoholic Liquor	-	6,014.73	8,760.50	17,521.00	11,506.27
	Total Revenues	-	24,180.74	21,962.86	30,723.36	6,542.62
	Expenditures					
5305.770	Park Improvements	-	8,830.00	10,000.00	20,000.00	11,170.00
5705.770	Cash Reserve	-	-	-	8,923.36	8,923.36
	Total Expenditures	-	8,830.00	10,000.00	28,923.36	20,093.36
	Change in Fund Balance	**$ -**	**$ 15,350.74**	**$ 11,962.86**	**$ 1,800.00**	**$ (13,550.74)**

Change in Fund Balance without Cash Carryforward	**$ (2,815.27)**
Beginning Fund Balance	**18,166.01**
Ending Fund Balance	**$ 15,350.74**

City of Fairway

Statement of Activities
Fairway Tree Fund - 780
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.780	Cash Carryforward	$ -	$ 25,188.00	42,975.00	42,975.00	$ 17,787.00
4772.780	Tree Protection Fees	-	2,775.00	-	-	(2,775.00)
	Total Revenues	-	27,963.00	42,975.00	42,975.00	15,012.00
	Expenditures					
5306.780	Tree Expenses	-	18,900.00	18,000.00	42,975.00	24,075.00
5705.780	Cash Reserve	-	-	-	3,030.00	3,030.00
	Total Expenditures	-	18,900.00	18,000.00	46,005.00	27,105.00
	Change in Fund Balance	**$ -**	**$ 9,063.00**	**$ 24,975.00**	**$ (3,030.00)**	**$ (12,093.00)**

Change in Fund Balance without Cash Carryforward	**$ (16,125.00)**
Beginning Fund Balance	**25,188.00**
Ending Fund Balance	**$ 9,063.00**

City of Fairway

Statement of Activities
Drug Tax Fund - 880
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	Revenues					
4000.880	Cash Carryforward	$ -	$ 1.00	$ 1.00	$ 1.00	$ -
4775.880	Drug Tax Revenue	-	-	-	-	-
	Total Revenues	-	1.00	1.00	1.00	-
	Expenditures					
5930.880	Law Enforcement	-	-	-	-	-
	Total Expenditures	-	-	-	-	-
	Change in Fund Balance	**$ -**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ -**

Change in Fund Balance without Cash Carryforward	**$ -**
Beginning Fund Balance	**1.00**
Ending Fund Balance	**$ 1.00**

City of Fairway
Statement of Activities
General Capital Improvement Funds held in General Fund - 900's
For the 8 Months Ended 8/31/2020

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
	General Capital Improvement Funds					
	Revenue					
4000.900	Cash Carryforward	$ -	$ 397,867.62	$ 158,714.06	$ 158,714.06	$ (239,153.56)
4020.900	Local Sales Tax	14,708.91	98,937.42	83,833.36	126,000.00	27,062.58
4800.900	Transfer of Funds	7,208.05	7,208.05	-	-	(7,208.05)
4810.900	Transfer from General Fund	-	-	271,151.00	271,151.00	271,151.00
	Total Revenue	21,916.96	504,013.09	513,698.42	555,865.06	51,851.97
	Expenses					
5875.900	Capital Projects	14,741.28	74,659.10	555,865.06	555,865.06	481,205.96
5892.900	Architect/Engineering Fees	-	18,120.00	-	-	(18,120.00)
	Total Expenses	14,741.28	92,779.10	555,865.06	555,865.06	463,085.96
	Change in Fund Balance	**$ 7,175.68**	**$ 411,233.99**	**$ (42,166.64)**	**$ -**	**(411,233.99)**
	Change in Fund Balance without Cash Carryforward		**$ 13,366.37**			
	Beginning Fund Balance		**423,681.86**			
	Ending Fund Balance		**$ 437,048.23**			
	City Hall Renovations Fund					
	Revenue					
4000.904	Cash Carryforward	$ -	$ 7,857.16	$ -	$ -	$ (7,857.16)
4760.904	Miscellaneous	-	-	-	-	-
	Total Revenue	-	7,857.16	-	-	(7,857.16)
	Expenses					
5891.904	Construction Fees	-	-	-	-	-
5892.904	Architect/Engineering Fees	-	-	-	-	-
5894.904	Contracted Services	-	649.00	-	-	(649.00)
5910.904	Transfer of Funds	7,208.05	7,208.05	-	-	(7,208.05)
	Total Expenses	7,208.05	7,857.05	-	-	(7,857.05)
	Change in Fund Balance	**$ (7,208.05)**	**$ 0.11**	**$ -**	**$ -**	**(0.11)**
	Change in Fund Balance without Cash Carryforward		**$ (7,857.05)**			
	Beginning Fund Balance		**7,857.05**			
	Ending Fund Balance		**$ -**			

NOTE, THESE MINUTES ARE NOT FOR PUBLIC DISSEMINATION UNTIL THEY HAVE BEEN APPROVED BY THE FAIRWAY CITY COUNCIL.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FAIRWAY, KANSAS

The Council of the City of Fairway, Kansas, held their regular meeting at 7:30 P.M. at 5240 Belinder Road, Fairway, Kansas, on Monday, August 10, 2020.

Present: Council Members Jenna Brofsky, David Watkins, Tom Cotter, Kelly-Ann Buszek, Jason Rogers, Dan Bailey, Joe Levin and Tanya Keys.

Absent: None.

Presiding: Mayor Melanie Hepperly.

Staff Present: Nathan Nogelmeier, City Administrator; Richard Cook, City Attorney; David Brown, Police Chief; Brice Soeken, Director of Parks and Recreation.

Visitors: Lisa Engelken, 4600 W. 62nd Terrace; Amy Thompson, 6040 Granada; Julie Fern, 6145 Catalina.

CALL TO ORDER AND ANNOUNCEMENTS

City Administrator Nogelmeier outlined the virtual meeting rules. During New Business, Mayor Hepperly will call on staff to present their report for each agenda item. Following the report and discussion with the Governing Body, Mayor Hepperly will ask for public comment for that specific agenda item. If any members of the public want to make a comment for that specific agenda item, they should use the raise hand option on their screen and staff will unmute that individual so they may provide their comment. This process will continue for each New Business item. The final Public Comment section of the meeting will be for items not listed on the Agenda. Those who wish to make public comment should be prepared to give their full name and address for the public record. Proper meeting decorum is expected of all attendees and anyone who fails to act properly may be removed from the meeting. The City reserves the right to discontinue a meeting if any improper behavior occurs that prevents the uninterrupted conduct of business.

City Administrator Nogelmeier stated that Council and staff are asked to identify themselves before they make any comments. This guidance is from the Kansas Attorney General's Office to be compliant with the Kansas Open Meetings Act. All votes will be taken by roll call. He will call the names of each elected official for their votes. If during the meeting a Councilmember should wish to make a comment, he requested that they raise their hand to be called upon.

City Administrator Nogelmeier called the attendance.

PROCLAMATION: DIAPER NEED AWARENESS WEEK

Mayor Hepperly read the Proclamation, designating the week of September 21 through September 27, 2020 as Diaper Need Awareness Week in the City of Fairway. She encouraged citizens to donate generously to diaper banks, diaper drives, and those organizations that collect and distribute diapers to those struggling with diaper need, so that all of Fairway's children and families can thrive and reach their full potential.

MONTHLY REPORTS OF STANDING COMMITTEES

CONSOLIDATED FIRE DISTRICT NO. 2, CHIEF LOPEZ

Mayor Hepperly stated that the report was emailed to Councilmembers today as it was not available when the packet was posted.

ADMINISTRATION COMMITTEE, MR. WATKINS

Monthly Report

Councilman Watkins reported that the Administration Committee met to discuss the budget.

City Administrator Nogelmeier referred to the report in the packet, subject to question.

Responding to Councilwoman Brofsky's question concerning whether there were items in the budget delayed until 2021, City Administrator Nogelmeier stated that all of the capital outlay projects that are identified in the 2020 budget would be part of the 2021 budget should the funding be available.

Responding to Councilman Bailey's question concerning the outlook for returning to in-person meetings, City Administrator Nogelmeier stated that there is a wide range of thought on that issue throughout the County and region. Some cities are or have resumed in-person meetings. Due to the changes that would need to be implemented in the Council Chambers, he does not envision the City returning to in-person meetings until sometime in the fourth quarter. This is based on the City's layout and accommodations that would be required not just for the Council, but for the public who wish to attend the meeting.

POLICE COMMITTEE, MS. KEYS

Monthly Report

Chief Brown referred the Council to the report in the packet, subject to questions.

PUBLIC WORKS COMMITTEE, MS. BUSZEK

Monthly Report

Councilwoman Buszek referred to the report in the packet subject to questions.

PARKS AND RECREATION COMMITTEE, MR. COTTER

Monthly Report

Councilman Cotter stated that the Parks and Recreation Committee met on August 6, 2020 to discuss the donation that is on the New Business Agenda. He thanked Director Soeken for getting the Instagram page up and running and asked everyone to join to follow the Fairway Parks and Recreation Department.

Director Soeken referred to the report as submitted, subject to questions.

Responding to Councilwoman Brofsky's question, Director Soeken discussed the current classes and the number of those who have been participating. He noted that participation has increased over the last few months.

FINANCE COMMITTEE, MR. LEVIN

Monthly Report

Councilman Levin reported that the Budget Public Forum was held before the Council meeting this evening. The formal Budget Hearing is scheduled for August 24, 2020, followed by a Special Council Meeting to approve the budget.

City Administrator Nogelmeier stated that the City has been trying to monitor what has been going on with sales tax, which is the City's most volatile source of revenue given the pandemic. Sales tax is collected at brick and mortar stores in Fairway, as well as the City's portion of county sales taxes and compensating use tax. Compensating use tax is the tax collected when an online delivery is made to a Fairway home. A percentage of that sales tax is paid to the City because Amazon has brick and mortar stores in the State of Kansas. For the month of March, there was a 14 percent decline in sales tax from last year. In April, there was an increase of about 5 percent and for May, the sales tax declined by about 4 percent. He is looking for some sort of a pattern in order to determine future budget decisions.

For the 2021 budget, the City has essentially budgeted about the same as in 2020, in hopes that the revenue budget, particularly sales tax (which is conservative), will come in at our about where the City has budgeted. That will allow the City to maintain a consistent level of services going into 2021. A draft of the 2021 budget has been published on the City's website.

Responding to Councilman Watkins question, City Administrator Nogelmeier confirmed at this time, no projects planned for 2020 have been taken off the table.

MONTHLY REPORTS OF SPECIAL COMMITTEES

TREE BOARD, MR. NOGELMEIER

No report.

APPROVAL OF CONSENT AGENDA

Mayor Hepperly outlined the three items on the Consent Agenda. The Consent Agenda items include the following: (A) Minutes of Previous Regular City Council Meeting; (B) Claims and Appropriations – Ordinance #1718 – July 2020; (C) Benjamin Lawn and Landscape Leaf Collection Agreement.

Mayor Hepperly asked for public comment on the Consent Agenda items. Hearing none, she closed the public comment session.

Mayor Hepperly asked for discussion from the Council.

Councilwoman Buszek discussed concerns with the timing of the leaf pick up on November 22 and December 20, 2020 in Ward 1 as she believes that is rather late in the season.

Mayor Hepperly responded that those dates were chosen by the Homeowner's Association and she is unsure whether those dates can be changed. She suggested that Councilwoman Buszek contact the HOA representative concerning that issue.

Mayor Hepperly asked if there was further discussion. Hearing none, she asked for a motion.

Councilman Watkins moved that the Council approve Items A through C on the Consent Agenda. Councilman Cotter seconded the motion.

City Administrator Nogelmeier requested a roll call vote. The motion carried unanimously.

NEW BUSINESS

A. Consider Contribution Agreement with Paul Lyon Trust for Donation of Park Land at 6030 Cherokee Drive.

Mayor Hepperly explained that two or three months ago she was contacted by Paul and Susie Lyon concerning a vacant lot across the street from them that they were considering purchasing. The Lyons have now finalized the purchase of the lot and they will be donating the lot to the City in memory of their daughter,

Kathryn. Their vision for the vacant lot is a pocket park at 6030 Cherokee Drive. The Lyons will donate the land and all improvements. She thanked Paul and Susie Lyon for their very generous donation. She stated that it is a wonderful gift to the City.

City Administrator Nogelmeier discussed several non-substantive revisions to the Contribution Agreement in the packet. He noted that there are several blanks that remain in the draft, including the appraised value of the property, the cost of the improvements, and the closing date. The Agreement clearly states that the Lyons will contribute the cost of the improvements. As for the closing date, City Administrator Nogelmeier has advised the Lyons that the City does not have a preference for the closing and it should be at the convenience of the Lyons. With Council's approval of the Agreement, the City can move forward to engage the design firm for development of the park.

City Administrator Nogelmeier also echoed Mayor Hepperly's thanks to the Lyon family for the contribution. This is a once in a lifetime opportunity that is unique and exciting for the City of Fairway.

He noted that legal counsel is working with the Homeowner's Association because there is a restriction within the HOA that requires that the lot have a dwelling. Legal counsel has prepared an amendment to the HOA restrictions that they believe would need to be signed by property owners of one tract of the HOA consisting of about 19 homes.

Councilman Watkins thanked the Lyons for their generous donation. Procedurally, he is concerned about the Council allowing the Mayor to execute the Agreement if there are blanks contained within it. He suggested that the reference to appraised value and cost of improvements be removed from the Agreement.

City Administrator Nogelmeier stated that the Council could authorize Mayor Hepperly to sign the Agreement and give her the discretion to accept the appraisal amount and the cost of improvements. Until the design is finalized, the cost of the improvements cannot be determined. The Agreement is clear that the cost of those improvements will be paid for by Paul and Susie Lyon.

Councilman Watkins thinks that from the City's perspective, the cost of improvements and appraisal value are irrelevant, although those amounts would be important to the Lyons for tax purposes. The only blank he thinks is relevant is the closing date and he would be comfortable allowing Mayor Hepperly to determine the closing date. He suggested that the language and two blanks related to the appraisal amount and cost of improvements be removed from the Agreement.

Mayor Hepperly stated that she understands Councilman Watkins' concerns. She asked City Attorney Cook to address those concerns.

City Attorney Cook stated that this is a generous contribution to the City and those two provisions are an accommodation to Mr. and Mrs. Lyon. He suggested that the Council authorize the Mayor to execute the Agreement and give her, the Finance Chair, or a staff member the discretion to complete the blanks.

Councilman Watkins stated that he does not want to delay the project and would be comfortable authorizing Mayor Hepperly to execute the agreement as presented or with removal of the clauses containing the blanks.

Councilman Watkins moved that the Council approve the Contribution Agreement with Paul Lyon Trust for donation of park land at 6030 Cherokee Drive, Fairway, Kansas, as presented, with the authorization being given to Mayor Hepperly to execute the Agreement with either the blanks related to the appraised value and cost of improvements filled in, or with removal of the clauses containing those blanks. Councilwoman Brofsky seconded the motion.

Mayor Hepperly asked if there was further discussion.

Responding to Councilwoman Brofsky's question concerning whether there were any restrictive covenants on the property, City Administrator Nogelmeier explained that as a part of this process there was a comprehensive title search completed on the property. The only restrictions associated with the property related to the HOA dwelling requirement. He confirmed that there are no restrictions placed on the property as far as ownership of the property, and that is true for all of Reinhardt Estates.

Councilwoman Brofsky noted that the memo in the packet does not address sustainability. She realizes that sustainability is probably not appropriate for this Agreement with the Lyons, but she wondered if it should be addressed in the Agreement with the design vendor.

Mayor Hepperly suggested that this issue be discussed further during the next item related to the Agreement with the design company.

Councilwoman Brofsky agreed.

Mayor Hepperly asked if there was additional discussion from the Council. Hearing none, she asked for comments from the public.

Lisa Engelken, 4600 W. 62nd Street, thanked the Lyon family for the donation. She stated that their daughter, Kathryn Flora, was like a mother to her youngest daughter and all her friends. She is glad to see that this park will be put in place in Kathryn's memory.

Mayor Hepperly asked if there were others in the public who would like to comment. Hearing none, she closed the public comment on this item.

Mayor Hepperly asked for a motion.

City Administrator Nogelmeier requested a roll call vote. The motion carried unanimously.

B. Consider Agreement with Landworks Studio for Design of Park at 6030 Cherokee Drive, Fairway, Kansas.

Mayor Hepperly asked Director Soeken to discuss this item and asked that he discuss the sustainability issues that Councilwoman Brofsky mentioned.

Director Soeken stated that Landworks is located in Olathe and they are probably best known for Meadowbrook Park in Prairie Village. Landworks was the lead design firm for that project and did a very nice job. The City reached out to other cities that have worked with Landworks and heard very good things about their work and creativity. The landscaping and overall look of the park are very important to Mr. and Mrs. Lyon and they will have final approval of the design. The City will be working with them to make this a wonderful park.

As for sustainability, the Lyon family will heavily influence the design. He believes that if there are certain sustainability situations available, he would be able to recommend that do the Lyons. Staff will do everything it can to make sure the park uses sustainable materials.

Responding to Councilwoman Brofsky's question, Director Soeken does not think that Landworks Studio will have any qualms about looking into sustainability opportunities in the design.

Mayor Hepperly asked for other comments or questions from the Council. Hearing none, she asked if any members of the public would like to comment on this item. Hearing none, she closed the public comment session on this item.

Mayor Hepperly asked for a motion.

Councilman Cotter moved that the Council approve the Agreement with Landworks Studio for design of park at 6030 Cherokee Drive, Fairway, Kansas. Councilman Levin seconded the motion.

City Administrator Nogelmeier called a roll call vote. The motion carried unanimously.

COMMENTS BY GOVERNING BODY

Mayor Hepperly asked if there were comments from the Council on any item.

Councilwoman Brofsky thanked the Mayor for allowing Governing Body comments to be included in the agenda.

She stated that she and Councilman Cotter spoke to some residents who were interested in coming together to form a task force or think tank to talk about diversity and inclusion in Fairway. If residents in Wards 2 or 4 are interested in joining the resident initiative, she asked that they contact her or Councilman Cotter.

Responding to Mayor Hepperly's question, City Administrator Nogelmeier stated that he does not believe what Councilwoman Brofsky is proposing would be considered an official committee of the Council.

Mayor Hepperly asked if there were other comments from the Governing Body. Hearing none, she closed the Governing Body comment portion of the meeting.

PUBLIC COMMENT

Mayor Hepperly asked if anyone in the audience would like to make public comment on any items not on the agenda.

Amy Thompson, 6040 Granada, asked if the Council could share with residents what the next steps are that the Council is taking to advance racial equality.

Mayor Hepperly responded that Chief Brown has identified an individual who can facilitate bias training for both staff and the City Council. This training would be best in person, so training will likely not happen until the Council can meet in person again. She asked Chief Brown to provide background on the anticipated training.

Chief Brown stated that while the individual has not yet formally agreed to conduct the training, he is a person that Chief Brown has known since 1990. This individual currently instructs bias training at the Johnson County Regional Police Academy. He is an employee of the City of Overland Park and Chief Brown understands that Overland Park will be using him to teach implicit bias training to Overland Park's staff. Chief Brown has had preliminary conversations with the individual but they have not worked out the details so he cannot provide more specifics at this time.

Mayor Hepperly also noted that she has requested that Chief Brown put together a document on behalf of the Police Department that will be shared with the Council and residents. The information will outline the Police Department, its policies, procedures, training, role of the Police Committee, as well as other related information. She has requested that the information be available before the end of August. The information will explain to residents the policies and procedures that are already in place for the Police Department, which is important, as it will show that the Fairway Police Department has always been on the leading edge in those respects. She quoted former Mayor Wiley who always called the Fairway Police Department the "gold standard" and Fairway budgets for that accordingly.

Those two things have been accomplished since the Council passed the Joint Statement. She added that this will be an ongoing process and the City will continue to look at ways to address this issue.

Julie Fern, 6145 Catalina Street, asked if there was a time frame for the in-person bias training. She would hate to lose momentum on this issue. She also wanted to follow up on her suggestion at a previous meeting about citizen oversight. She attended the Police Committee meeting and it didn't sound like there was a strong citizen oversight taking place.

Finally, Ms. Fern explained that nobody walks on water and everyone has made mistakes. She thinks the movement that is playing out across the country is not about talking about what was done right, but acknowledging that everyone has room for improvement. Thus, she thinks that approaching the discussion that Fairway is the gold standard is a little self-defeating to the whole objective. She is an advocate of Black Lives Matter and the entire movement, yet she knows that she has made mistakes and needs to do things differently and she is open to that.

Mayor Hepperly responded that the bias training will take place as soon as the Council can meet in person. At this time, there is no timeline for that. She and the City Council have made a commitment to conduct the training and it will be completed as soon as in-person meetings can resume.

With respect to Ms. Fern's question concerning citizen oversight on the Police Committee, Mayor Hepperly stated that the Police Committee is comprised of citizens. There is no one on that Committee that is not a resident of Fairway and the Police Committee serves as the citizen oversight. She believes that the information Police Chief Brown is putting together will include insight into the Police Committee. If residents have additional questions concerning the Police Committee after they have had an opportunity to review Police Chief Brown's document, she would be happy to discuss it further.

Lisa Engelken, 4600 W. 62nd Terrace, stated that she appreciates what the City is doing to address racial equality as well as the anti-discriminatory actions. She thinks that the City is moving in the right direction. She indicated she wants to participate in the continuing racial equality discussions discussed by Councilwoman Brofsky.

Ms. Engelken understands that Johnson County was awarded $30 million in Covid relief funds. She asked what Fairway has done to obtain a portion of those funds and whether they will have any impact for the City. She knows there are community organizations that qualify for PPE and she wondered if the Shawnee Indian Mission facility needed more PPE equipment for their work.

Mayor Hepperly responded that the City has been actively involved in working with the County. She and all Mayors take their direction from the County. She asked City Administrator Nogelmeier to further respond to this question.

City Administrator Nogelmeier explained that he does participate in weekly calls with City Managers and the County Management office. For clarification, the County received $116 million in Covid relief funds. There is a task force that includes both County staff and City Managers providing guidance to the County on distribution of those funds. At this time, the monies will be distributed in three different phases. The first phase is for cities specifically. The CARES Act is very specific that cities and the County can only use those funds for incurred expenses and not for reimbursement of lost revenue. Thus, Fairway plans to seek reimbursement for technology improvements like the Zoom application, which the City would not have needed but for Covid. The City will also seek reimbursement for PPE that was acquired for the Police Department and City staff, as well as cleaning materials.

The second phase of reimbursement relates to purchases that could be made to help the City be more prepared to combat a similar pandemic situation in the future.

The third phase will likely be another round of reimbursement for incurred expenses.

The County is also developing its own plan for disbursement to community organizations. He does not know how those disbursements will be handled. As for the Shawnee Indian Mission, because it is a City-operated facility, the City will be responsible to see that all needs are met.

He explained that for larger cities that have janitorial staff in-house, those janitors have been working many hours to keep facilities clean and sanitary. Those overtime hours would be reimbursable. Because of Fairway's small staff, janitorial services have been contracted out so that service was already in place and the City knows its facilities were being cleaned to a high standard to maintain sanitization. According to the CARES Act, because those contract services were already built in to the budget, they would not be reimbursable.

As for expenses going forward, the City did learn that working remotely was difficult because staff did not have adequate technology to carry on their work without a reduction in service to residents. Staff is evaluating that now and looking at things that could potentially be reimbursable under the CARES Act, with the caveat that even the best technology today would likely be obsolete in five years.

Mayor Hepperly asked for additional public comment. Hearing none, she closed the public comment portion of the meeting.

ADJOURNMENT

Councilman Watkins moved to adjourn. Councilman Bailey seconded the motion and the motion carried unanimously.

There being no further business to come before the Council, the meeting was adjourned at 8:36 P.M.

_____
Mayor Melanie Hepperly

Attest:

_____
Barb Fox, Recording Secretary

City of Fairway
ORDINANCE #1719
Claims & Appropriations - August 2020

Vendor ID	Vendor	Account	Account Description	Date	Reference	Amount
LOCNOR REIM	Nora Lockton	4590.100	Pool/Shelter Rental	08/12/20	8/10/20 Refund	150.00
MENJAM REIM	James Mendenhall	4590.100	Pool/Shelter Rental	08/05/20	8/3/20 Refund	150.00
			Total General Operating			300.00
LIFTOF	LiftOff, LLC	5220.411	License Fees	08/12/20	5340add12	90.00
EVERGY	Evergy	5230.411	Utilities-June-July Inv-5220 Belinder	08/05/20	3004 7/22/20	152.50
EVERGY	Evergy	5230.411	Utilities-June-July Inv-5240 Belinder	08/05/20	3520 7/22/20	799.49
EVERGY	Evergy	5230.411	Utilities-June-July Inv-Elevator	08/05/20	8956 7/22/20	106.21
JCW 64121	JCW	5230.411	Utilities-June-July Inv-5240 Belinder	08/12/20	3920 7/30/20	33.34
KGS	Kansas Gas Service	5230.411	Utilities-July-Aug Inv-5240 Belinder	08/19/20	7073 8/11/20	54.23
VERIZO	Verizon Wireless	5230.411	Utilities-June-July Inv-Tablet	08/05/20	9859323536	40.01
VERIZO	Verizon Wireless	5230.411	Utilities-June-July Inv-Cell Phone	08/05/20	9859323536	54.67
KCLGRO	KCL Group Benefits	5250.411	Insurance-Aug Inv-Life Ins. Premiums	08/05/20	8/1/20	61.10
HSABAN	HSA Bank	5260.411	Health Insurance-ER Contribution-7/16/20 pay period	08/05/20	8/5/20	83.33
HSABAN	HSA Bank	5260.411	Health Insurance-ER Contribution-8/13/20 pay period	08/12/20	8/13/20	83.33
HSABAN	HSA Bank	5260.411	Health Insurance-ER Contribution-8/27/20 pay period	08/27/20	Recurring Check	83.33
MARRCO	Marr and Company, P.C.	5310.411	Accounting-2019 Audit-Interim Billing	08/05/20	113790	4,055.00
IBTSVA	IBTS	5320.411	Consultant/Engineer-June Inv-Inspects/Reviews	08/19/20	KCU1FAIR0620	9,060.00
IBTSVA	IBTS	5320.411	Consultant/Engineer-July Inv-Inspects/Reviews	08/19/20	KCU1FAIR0720	7,425.00
JANPRO	Jan Pro Cleaning Systems Midwest	5330.411	Building Maintenance-Aug Inv-Janitorial Services	08/05/20	39743	695.00
MAXBUS	Max Business Products / ADOS	5330.411	Building Maintenance-Paper towels	08/19/20	WO979191	25.75
LEGALR	The Legal Record	5340.411	Publications-2021 Budget Hearing	08/19/20	L87142	19.81
LEGALR	The Legal Record	5340.411	Publications-Aug. BZA Mtg-5809 Alhambra	08/19/20	L87143	16.01
LEGALR	The Legal Record	5340.411	Publications-Aug. PC Mtg-4200 SMP	08/19/20	L87144	14.96
MUNICO	Municipal Code Corporation	5350.411	Legal Fees-Supplement 6	08/05/20	346491	1,457.51
STINSO	Stinson LLP	5350.411	Legal Fees-City Matters/Zoning Matters	08/26/20	43303543	10,826.00
CASEYS	Casey's Auto Repair	5370.411	Equip Maint & Licenses-Oil Change-2014 Ford VIN7166	08/12/20	52345	37.25
ELECTR	Electronic Contracting Company	5370.411	Equip Maint & Licenses-Wire Mic Package-Install	08/12/20	KC032257	2,213.00
KONICA75312	Konica Minolta Bus Solutions USA Inc	5370.411	Equip Maint & Licenses-June-July Inv-Copier usage	08/19/20	267453471	73.85
MRMAT	Mr Mat, LLC	5370.411	Equip Maint & Licenses	08/12/20	563646	66.81
MARC	MARC	5380.411	Training/Membership-Training Institute/Forum	08/12/20	DI0003394	1,121.00
JOCOHU	Johnson County Human Services	5400.411	Special Assistance-Utility Assistance	08/12/20	6/30/20	1,000.00
EVERGY	Evergy	5410.411	Civil Defense Siren	08/05/20	4025 7/22/20	33.37
WCAWAS	WCA Waste Corporation	5470.411	City Solid waste and Recycling-Aug Inv	08/05/20	990000689786	27,139.13
MAXBUS	Max Business Products / ADOS	5700.411	Office Supplies-Paper, labels	08/05/20	WO976781	70.22
OFFSTA	Office of the Kansas State Treasurer	5940.411	Debt Service - GO Bonds 2010 & 2012	08/05/20	R1200901107839	116,110.50
OFFSTA	Office of the Kansas State Treasurer	5940.411	Debt Service - GO Bonds 2010 & 2012	08/05/20	R1200901107839	40,366.25
			Total Administration			223,467.96
GALLS	Galls, LLC	5200.412	Uniforms-Polo Shirt	08/05/20	16057774	39.99
GALLS	Galls, LLC	5200.412	Uniforms-Tactical Ear Mold, Duty Belt, Battery	08/05/20	16085795	76.16
GALLS	Galls, LLC	5200.412	Uniforms-Cargo Pants	08/05/20	16095593	109.98
GALLS	Galls, LLC	5200.412	Uniforms-Dutyman River Belt	08/05/20	16095619	69.99
PRIDEC	Pride Cleaners	5200.412	Uniforms-July Inv-Uniform Cleaning	08/12/20	246321073120	63.00

ATT 5001	AT&T	5230.412	Utilities-July-Aug Inv-PD Phones	08/05/20	7622 7/19/20	367.29
EVERGY	Evergy	5230.412	Utilities-July-Aug Inv-5252 Belinder	08/26/20	3126 8/20/20	794.66
KGS	Kansas Gas Service	5230.412	Utilities-July-Aug Inv-5252 Belinder	08/19/20	5127 8/11/20	30.76
VERIZO	Verizon Wireless	5230.412	Utilities-June-July Inv-1st Responder	08/05/20	9859323536	77.74
VERIZO	Verizon Wireless	5230.412	Utilities-June-July Inv-Cell Phones	08/05/20	9859323536	378.73
CONCEN	Occupational Health Centers of KS	5250.412	Insurance-EE Preplacement/Screening	08/26/20	1012437745	165.50
HSABAN	HSA Bank	5260.412	Health Insurance-ER Contribution-7/16/20 pay period	08/05/20	8/5/20	125.00
HSABAN	HSA Bank	5260.412	Health Insurance-ER Contribution-8/13/20 pay period	08/12/20	8/13/20	125.00
HSABAN	HSA Bank	5260.412	Health Insurance-ER Contribution-8/27/20 pay period	08/27/20	Recurring Check	125.00
BLUEBE	Blue Beetle Pest Management	5330.412	Building Maintenance-Aug Inv-Pest Control	08/12/20	111757	99.99
BLUEBE	Blue Beetle Pest Management	5330.412	Building Maintenance-July Inv-Pest Control	08/12/20	115227	99.99
JANPRO	Jan Pro Cleaning Systems Midwest	5330.412	Building Maintenance-July Inv-Janitorial Services	08/05/20	38924	465.00
JANPRO	Jan Pro Cleaning Systems Midwest	5330.412	Building Maintenance-Aug Inv-Janitorial Services	08/05/20	39805	465.00
KONICA75312	Konica Minolta Bus Solutions	5360.412	Printing-July-Aug Inv-Copier usage	08/19/20	9007002679	110.86
REJISC	REJIS Commission	5455.412	Computer-July Inv-IMDS support, workstation maint	08/05/20	442459	504.75
COMMEN	Commenco, Inc.	5480.412	Radio/Radar-Aug Inv-Radio Maintenance	08/19/20	831204	127.00
STLUKE	St. Luke's Hospital	5500.412	Contract Services-Covid Test	08/19/20	700002004 9/4/20	42.00
BALLS	Balls Food	5700.412	Office Supplies-Fly Inspect Spray	08/05/20	41847	10.98
MAXBUS	Max Business Products / ADOS	5700.412	Office Supplies-Gel Pens, Paper towels	08/05/20	WO976781	70.51
MAXBUS	Max Business Products / ADOS	5700.412	Office Supplies-C Batteries	08/05/20	WO976782	10.99
OPAWAR	Overland Park Awards	5700.412	Office Supplies-Nameplates	08/19/20	31081	28.50
BOBALL	Bob Allen Ford, Inc.	5780.412	Car Expense-Repair door trim-2014 Ford VIN 8860	08/12/20	4673 7/31/20	100.00
CASEYS	Casey's Auto Repair	5780.412	Car Expense-Oil Change-2014 Ford VIN8860	08/05/20	52275	66.10
CASEYS	Casey's Auto Repair	5780.412	Car Expense-Oil Change & Belt-2017 Ford 1194	08/05/20	52286	229.10
WEXBAN 4337	Wex Bank	5780.412	Car Expense-Fuel	08/26/20	67010538	1,513.15
			Total Police Department			6,492.72
EVERGY	Evergy	5230.413	Utilities-June-July Inv-4324 Brookridge	08/05/20	2886 7/22/20	19.85
EVERGY	Evergy	5230.413	Utilities-June-July Inv-5800 State Park	08/05/20	4636 7/22/20	20.55
EVERGY	Evergy	5230.413	Utilities-June-July Inv-4717 Roe	08/05/20	6996 7/22/20	417.49
EVERGY	Evergy	5230.413	Utilities-June-July Inv-	08/05/20	8364 7/30/20	646.52
JANPRO	Jan Pro Cleaning Systems Midwest	5230.413	Utilities-Aug Inv-Janitorial Services	08/05/20	39806	150.00
KGS	Kansas Gas Service	5230.413	Utilities-July-Aug Inv-4717 Roe	08/19/20	2273 8/11/20	53.42
KSONEC	Kansas One-Call System, Inc.	5230.413	Utilities-Monthly Locates	08/12/20	70232	153.60
PETESP	Pete's Pest Control, LLC	5230.413	Utilities-Aug Inv-Pest Control	08/19/20	102760	60.00
PRAXAI60055	Praxair Distribution Inc.	5230.413	Utilities-June-July Inv-Cylinder Rental	08/12/20	98148021	46.35
SPECTR	Time Warner Cable	5230.413	Utilities-June-July Inv-Internet	08/05/20	22002803072820	280.81
VERIZO	Verizon Wireless	5230.413	Utilities-June-July Inv-Tablet	08/05/20	9859323536	40.01
WATERO64180	Water District No. 1 of Johnson County	5230.413	Utilities-July-Aug Inv-Various Hydrants	08/26/20	3525 8/18/20	92.12
HSABAN	HSA Bank	5260.413	Health Insurance-ER Contribution-7/16/20 pay period	08/05/20	8/5/20	125.00
HSABAN	HSA Bank	5260.413	Health Insurance-ER Contribution-8/13/20 pay period	08/12/20	8/13/20	125.00
HSABAN	HSA Bank	5260.413	Health Insurance-ER Contribution-8/27/20 pay period	08/27/20	Recurring Check	125.00
SANTAF	Santa Fe Air Conditioning & Refrig.	5330.413	Building Maintenance-Evap Coil Replace-4717 Roe	08/12/20	181452	2,140.30
CASEYS	Casey's Auto Repair	5370.413	Equip Maint & Licenses-Oil change-2014 Ford Vin1225	08/12/20	52336	66.10
CASEYS	Casey's Auto Repair	5370.413	Equip Maint & Licenses-Oil change-2011 Ford Vin7062	08/12/20	52340	46.95
GOODYE66115	The Goodyear Tire & Rubber Company	5370.413	Equip Maint & Licenses-Tires & Installation-2016 Ford	08/19/20	431282100	659.53
KCARBO	K. C. Arborist	5570.413	Tree Expense-5623 Suw/5620 Neo/5410 Wind-stumps	08/12/20	24373	3,985.00
KCARBO	K. C. Arborist	5570.413	Tree Expense-5700 Lock-Storm hanger removal	08/19/20	24,427.00	670.00

KCARBO	K. C. Arborist	5570.413	Tree Expense-5417 Chad-Remove deadwood	08/19/20	24431	395.00
KCARBO	K. C. Arborist	5570.413	Tree Expense-5839 Cher-Hanger removal	08/26/20	24440	370.00
BLACKM	Black & McDonald	5580.413	Street Lights-July Inv-Streetlight Maintenance	08/12/20	761115880	1,102.15
EVERGY	Evergy	5580.413	Street Lights-June-July Inv-Signals	08/12/20	4930 8/3/20	7,545.17
BALLS	Balls Food	5720.413	Miscellaneous-Water	08/19/20	41893	11.96
APPMAI60673	Applied Industrial Technologies	5770.413	Materials/Supplies-Chain Lube	08/12/20	7019443243	173.29
APPMAI60673	Applied Industrial Technologies	5770.413	Materials/Supplies-Gloves	08/19/20	7019521817	137.35
CITOP	City of Overland Park	5770.413	Materials/Supplies-Annual Membrshp-KCMMB	08/26/20	KCMMB 7/19-6/20	950.50
NAPA 66203	NAPA Auto Parts	5770.413	Materials/Supplies-Battery-Explorer	08/05/20	4569170253	48.62
STRASS	Strasser True Value	5770.413	Materials/Supplies-Weadeater Head and Line	08/26/20	363714	37.98
WEXBAN 4337	Wex Bank	5780.413	Vehicle Expense-Fuel	08/19/20	67008826	651.11
WEXBAN 6293	Wex Bank	5780.413	Vehicle Expense-Diesel	08/05/20	66845314	59.47
OFFSTA	Office of the Kansas State Treasurer	5940.413	Debt Service - GO Bonds 2010 & 2012	08/05/20	R1200901107839	101,128.50
			Total Public Works			122,534.70
HSABAN	HSA Bank	5260.414	Health Insurance-ER Contribution-7/16/20 pay period	08/05/20	8/5/20	83.33
HSABAN	HSA Bank	5260.414	Health Insurance-ER Contribution-8/13/20 pay period	08/12/20	8/13/20	83.33
HSABAN	HSA Bank	5260.414	Health Insurance-ER Contribution-8/27/20 pay period	08/27/20	Recurring Check	83.33
			Total Court			249.99
ATT 5001	AT&T	5230.415	Utilities-Aug-Sept Inv-Pool Phones	08/12/20	0034 8/3/20	349.13
ATT 5014	AT&T	5230.415	Utilities-July-Aug Inv-Pool Internet	08/12/20	5874 7/27/20	76.33
EVERGY	Evergy	5230.415	Utilities-June-July Inv-Pool House	08/12/20	2230 7/22/20	499.34
EVERGY	Evergy	5230.415	Utilities-June-July Inv-Pump Room	08/12/20	5686 7/22/20	435.52
KGS	Kansas Gas Service	5230.415	Utilities-June-July Inv-6136 Mission	08/12/20	1445 8/6/20	33.82
VERIZO	Verizon Wireless	5230.415	Utilities-June-July Inv-Cell Phones	08/05/20	9859323536	109.34
WATERO64180	Water District No. 1 of Johnson County	5230.415	Utilities-June-July Inv-Pool House	08/12/20	1046 7/24/20	77.73
HSABAN	HSA Bank	5260.415	Health Insurance-ER Contribution-7/16/20 pay period	08/05/20	8/5/20	41.67
HSABAN	HSA Bank	5260.415	Health Insurance-ER Contribution-8/13/20 pay period	08/12/20	8/13/20	41.67
HSABAN	HSA Bank	5260.415	Health Insurance-ER Contribution-8/27/20 pay period	08/27/20	Recurring Check	41.67
CASEYS	Casey's Auto Repair	5420.415	Vehicle Expense-Oil Change	08/12/20	52350	66.10
WEXBAN 4337	Wex Bank	5420.415	Vehicle Expense-Fuel	08/19/20	67008826	29.01
JANPRO	Jan Pro Cleaning Systems Midwest	5605.415	Maintenance-Aug Inv-Janitorial Services	08/05/20	39742	150.00
OUTDOO	Outdoor Restrooms, Inc.	5605.415	Maintenance-Aug Inv-Portapotty	08/05/20	358475	165.00
PETESP	Pete's Pest Control, LLC	5605.415	Maintenance-Aug Inv-Pest Control	08/19/20	102732	60.00
SOEBRI REIM	Brice Soeken	5610.415	Operating Supplies-Pump sprayer/bottles	08/26/20	6/24/20 Amazon	55.63
SPORTS	SportsEngine, Inc.	5860.415	Swim Team Expenditures-Yearly Subscription	08/05/20	INV00899351	200.00
BASSHA 1099	Shannon Basham	5920.415	Concerts/Programming-Chair Yoga	08/05/20	8/3/20	500.00
			Total Parks & Recreation			2,931.96
OFFSTA	Office of the Kansas State Treasurer	5205.540	Bond Payment	08/05/20	R1200901107839	82,981.50
			Total Stormwater Utility Fund			82,981.50
OFFSTA	Office of the Kansas State Treasurer	5205.660	Bond Payment - 2012A GO	08/05/20	R1200901107839	157,311.00
OFFSTA	Office of the Kansas State Treasurer	5206.660	Bond Payment - 2016A GO	08/05/20	R1200901107839	86,368.50
OFFSTA	Office of the Kansas State Treasurer	5207.660	Bond Payment- 2019 A	08/05/20	R1200901107839	40,366.25
			Total Debt Service Fund			284,045.75
CLAYTO	Clayton Holdings LLC	5782.665	Lease/Purchase Payment PW Facility	08/05/20	4038	50,107.06
OFFSTA	Office of the Kansas State Treasurer	5941.665	Bond Payment - 2014A GO	08/05/20	R1200901107839	57,751.25
OFFSTA	Office of the Kansas State Treasurer	5942.665	Bond Payment - 2015A GO	08/05/20	R1200901107839	66,208.75
			Total Sales Tax Reserve Fund			174,067.06

ATT 5001	AT&T	5230.760	Utilities-July-Aug Inv-SIM Phones	08/12/20	0348 7/19/20	254.73
ATT 5014	AT&T	5230.760	Utilities-Aug-Sept Inv-SIM Internet	08/12/20	7338 8/1/20	123.05
EVERGY	Evergy	5230.760	Utilities-June-July Inv-Electric Pole	08/12/20	7158 7/22/20	534.47
EVERGY	Evergy	5230.760	Utilities-June-July Inv-North Bldg	08/12/20	7608 7/22/20	19.05
EVERGY	Evergy	5230.760	Utilities-June-July Inv-West Bldg	08/12/20	8412 7/22/20	41.65
EVERGY	Evergy	5230.760	Utilities-June-July Inv-East Bldg	08/12/20	9880 7/22/20	692.33
EVERGY	Evergy	5230.760	Utilities-July-Aug Inv-West Bldg	08/26/20	8412 8/21/20	107.25
EVERGY	Evergy	5230.760	Utilities-July-Aug Inv-East Bldg	08/26/20	9880 8/20/20	551.37
KGS	Kansas Gas Service	5230.760	Utilities-July-Aug Inv-West Bldg	08/19/20	1864 8/11/20	33.82
KGS	Kansas Gas Service	5230.760	Utilities-July-Aug Inv-North Bldg	08/19/20	1982 8/11/20	33.82
KGS	Kansas Gas Service	5230.760	Utilities-July-Aug Inv-East Bldg	08/19/20	2000 8/11/20	53.79
WATERO64180	Water District No. 1 of Johnson County	5230.760	Utilities-June-July Inv-North Bldg	08/12/20	1421 7/24/20	16.58
WATERO64180	Water District No. 1 of Johnson County	5230.760	Utilities-June-July Inv-East Bldg	08/12/20	2027 7/24/20	23.96
WATERO64180	Water District No. 1 of Johnson County	5230.760	Utilities-June-July Inv-West Bldg	08/12/20	2031 7/24/20	33.63
ENVISI	Envision Lawn & Tree	5605.760	Maintenance-July Inv-Lawn mowing	08/12/20	4030	950.00
JANPRO	Jan Pro Cleaning Systems Midwest	5605.760	Maintenance-Aug Inv-Janitorial Services	08/05/20	39744	295.00
PETESP	Pete's Pest Control, LLC	5605.760	Maintenance-Aug Inv-Pest Control	08/19/20	102730	225.00
SANTAF	Santa Fe Air Conditioning & Refrig.	5605.760	Maintenance-HVAC Trip Charge-North Bldg	08/12/20	181235	58.75
			Total Shawnee Indian Mission Fund			4,048.25
KACOMM	KA-COMM, INC	5875.900	Capital Projects-Equip & Installation-New Vehicle	08/12/20	7/20/20	14,741.28
			Total Capital Improvement Fund			14,741.28
			Grand Total			915,861.17

Council Approval:

_____ _____

_____ _____

_____ _____

fairway, KS
THE CITY OF TREES

Department of Public Works

August 28, 2020

Mayor Melanie Hepperly
City Council
City of Fairway

Re: 2020 Capital Improvement Program Contract

In front of the Council for consideration is a contract between the City of Fairway and Superior Bowen for the 2020 Capital Improvement Program.

The 2020 CIP consists of the mill and overlay of Eastvale (Mission Rd. to Cherokee) and the mill and overlay of the Reinhardt/Howe intersection.

Staff recommends approval of the contract.

Bill Stogsdill, CPM, CPWP-M, PWLF
Director of Public Works
City of Fairway, KS
(913) 722-2822
bstogsdill@fairwaykansas.org

CITY OF FAIRWAY, KANSAS

AGREEMENT BETWEEN CITY OF FAIRWAY
AND CONTRACTOR
FOR

2020 CIP STREET MAINTENANCE
Eastvale (Mission Road to Cherokee)
Intersection of Reinhardt/Howe

CITY OF FAIRWAY PROJECT NO.: 2020-B

This agreement is made and entered into this 14 day of September, 2020, by and between the City of Fairway, Kansas, (hereinafter the "City") and Superior Bowen (hereinafter the "Contractor").

WITNESSETH:

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, , its, successors and assigns, as follows:

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

Cold milling and asphalt overlay of the roadways on Eastvale, and the intersection of Howe/Reinhardt, spot repair of curb and gutter on Eastvale.

all in accordance with the Contract Documents, on file with the City Clerk of Fairway, Kansas, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of
Seventy Eight Thousand Five Hundred Fifty-Six DOLLARS ($78,556) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by **December 1, 2020**. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of **$400.00** for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured Endorsement, the fully executed Performance and Statutory Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

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

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions
Exhibit A1	Special Conditions
Exhibit B-1	Performance Bond
Exhibit B-2	Statutory Payment Bond
Exhibit C	List of Plan Sheets, Date of Issue, and Addenda
Exhibit D	Technical Specifications dated May 19, 2014, and Addenda
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Form PR-77 State of Kansas Project Completion Certificate
Exhibit G	Contractor's Affidavit of Compliance with Equal Opportunity and Non-Discrimination Laws
Exhibit H	Insurance Requirements
Exhibit I	Bill of Sale
Exhibit J	Bailment Agreement
Exhibit K	Conditional Partial Release of Lien and Waiver Claims
Exhibit L	Conditional Final Waiver of Lien and Release of Claims

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

CITY OF FAIRWAY, KANSAS

_____
Melanie Hepperly - Mayor

ATTEST:

_____
Kim Young - City Clerk

APPROVED AS TO FORM:

_____
Richard Cook - City Attorney

_____
Superior Bowen - Contractor

By _____

(SEAL) Title _____

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

EXHIBIT A

GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.

2. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Agreement as **Exhibits B-1 and B-2.**

3. "Change Order" is a written order issued after the Agreement is executed by which the City, the City Engineer and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.

4. "City" shall mean the City of Fairway, Kansas.

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

6. The "Contract Documents" consist of (1) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may by furnished by the Engineer which the City Engineer deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

7. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.

8. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Agreement.

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

10. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.

11. "Final Acceptance" shall mean the date when the City Engineer accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.

12. "Inspector" shall mean the person or firm authorized in writing by the City Engineer or the City to perform inspections of the Work as provided in the Contract Documents.

13. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the City Engineer, and written orders for minor changes in the Work issued by the City Engineer.

14. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.

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

16. "Plans" shall mean and include all drawings which may have been or may be furnished by the City to Contractor for use in performing the Work. The Plans, including all addenda thereto, are more specifically identified on **Exhibit C.**

17. "Shop Drawings" shall mean all drawings, diagrams, illustrations, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.

18. " Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. The Specifications, including all addenda thereto, are more specifically identified on **Exhibit D.**

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

20. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.

21. “Substantial Completion” shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.

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

23. The "Work" shall mean the everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product.

24. "Work Directive" shall mean a written order from the City Engineer to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.

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

3. The Contractor shall keep the City Engineer informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Engineer and the Contractor.

4. Any Work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.

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

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

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

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

9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import , unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.

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

11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:

    a. Modifications to the Agreement
    b. The Agreement
    c. Special Conditions
    d. General Conditions
    e. Plans
    f. Specifications

12. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

13. The Contract may not be amended or modified except by a modification as hereinabove defined.

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

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the City Engineer in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the City Engineer's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

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

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

3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings.

4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

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

2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures,

and for safety precautions and programs in connection with the Work. Neither the City nor the City Engineer shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

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

4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Agreement as **Exhibit E,** confirming its compliance with the prohibition against federal lobbying and conflicts of interest.

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

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

6. The approval by the City Engineer of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account the of failure or inefficiency of

any plan or method so approved. Such approval shall be considered and shall mean that the City Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

7. It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. Two copies of the State of Kansas Project Completion Certificate (Form PR-77 – **Exhibit F** hereto) will be furnished to the City by the Kansas Department of Revenue upon issuance of a tax exemption number, which will be forwarded to Contractor. must be signed and returned to the City upon completion of the Protect.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.

2. Unless otherwise provided in the Contract Documents,

   (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

   (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

   (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.

3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE CITY ENGINEER

The City Engineer is authorized to observe and inspect all Work included herein. Anything in the Contract Documents to the contrary notwithstanding, the City Engineer shall in all cases

(a) determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;

(b) rule on all questions relating to the plans and specifications for the Project;

(c) issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which City Engineer may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The City Engineer's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the City Engineer as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

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

2. Contractor shall furnish the City Engineer with the superintendent's cellphone and pager numbers and email address and assure that the superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.

3. No Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the City Engineer, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.

4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.

5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the City Engineer so directs, Contractor shall promptly remove any employee determined by the City Engineer to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.

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

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

4. Contractor shall be specifically responsible to assure that all employees are eligible for employment, and shall comply with the Immigration Reform Control Act of 1986, as amended, 8 U. S. C. §1324(e), relating to employment of aliens.

5. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Agreement as **Exhibit G** relating to equal employment opportunity and non-discrimination.

6. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job

site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

1. The Contractor shall, within the time set forth in the Notice to Proceed, or if no time is stated, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period contractually specified, subject to any extensions of such time made as hereinafter provided. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

2. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the City Engineer’s information before submission of Contractor's first request for payment, a Contractor’s construction schedule for the Work. If the City Engineer so requests, the Contractor shall submit the schedule in an electronic format such as Primavera or other commonly utilized software program. The schedule shall not exceed time limits current under the Contract Documents; shall be revised at appropriate intervals as required by the conditions of the Work and Project; shall be related to the entire Project to the extent required by the Contract Documents; shall be coordinated with applicable Subcontractors; and shall provide for expeditious and practicable execution of the Work. Schedules of subcontractors will also be available for inspection. The Work will be performed in accordance with the most current Schedule.

3. The Contractor shall be responsible for revisions to schedules of and coordinating same with its Subcontractors and will resolve conflicts among their schedules.

4. Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City Engineer; such permission, however, may be revoked at any time by the City Engineer. Otherwise, no Work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City Engineer 48 hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency jeopardizing persons or property.

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

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Agreement for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.

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

3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjusted the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions.

GC-13. INSPECTION OF WORK

1. The City, the City Engineer, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the City Engineer timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection,

testing or approval if the inspection, testing or approval is by an authority other than City Engineer.

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

4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.

5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the City Engineer before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.

6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility

for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted by the City upon recommendation by the City Engineer. No such adjustment will be made unless the Contractor brings the matter to the City Engineer's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.

2. Discovered Artifacts**.** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the City Engineer. Upon receipt of such notice, the City Engineer shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the City Engineer but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule and shall submit the schedule(s) for the City Engineer's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the City Engineer time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the City Engineer in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the City

Engineer, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings.

3. The City Engineer shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the City Engineer to reject a submittal shall not operate as acceptance or relieve Contractor of responsibility for compliance with the Contract Documents.

4. Once the Submittal is in a form acceptable to the City Engineer, the Contractor shall furnish a total of not less than five (5) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the City Engineer, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the City Engineer.

5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the City Engineer of drawings or other items submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this

paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.

3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.

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

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

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

   (a) Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.

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

2. After this Contract has become effective, the City Engineer will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:

   (a) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

   (b) Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and

   (c) Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.

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

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

GC-18. PERMITS AND NOTICES

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

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

GC-19. USE OF PREMISES

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

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

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

4. A laydown area or staging area will be provided at the site and shall be chosen by City Engineer. Contractor will furnish its own weather protection for materials, equipment and work in progress if required.

5. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

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

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

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

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

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

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.

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

9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or along side public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

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

2. Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City Engineer by Contractor. In the

absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.

3. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, the following items:

   (a) Personal protective equipment;
   (b) First aid-personnel and facilities;
   (c) Arrangements for medical attention;
   (d) Sanitary facilities;
   (e) Fire protection;
   (f) Signs, signals, and barricades;
   (g) Security regulations;
   (h) Safety inspections;
   (i) Reporting forms and procedures;
   (j) Material handling and storage;
   (k) Lines of communication;
   (l) Determination of potential hazards;
   (m) Personnel safety meetings and education;
   (n) Access to work areas;
   (o) Subcontractors involvement in the program;
   (p) Inspections and corrective action.

   Contractor shall furnish a copy of its safety plan to the City Engineer for review, but Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.

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

5. Whenever, in the opinion of the City Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City Engineer, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places

as the City Engineer may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for any damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.

2. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing

the condition, immediately stop Work in the affected area and report the condition to the City Engineer in writing.

3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.

5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

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

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

3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.

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

GC-25. CLEANING UP

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

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. During the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the City Engineer, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the City Engineer, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by City Engineer, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.

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

3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by City Engineer for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.

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

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

GC-27. SEPARATE CONTRACTS

1. City reserves the right to perform with its own forces or let other contracts in connection with the Project. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of work by City or others and shall properly connect and coordinate its Work with the work of City or others.

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

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

4. The Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or

negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and contractors or between the Contractor and the workers of the City, or any other entity in regard to their work, shall be adjusted and determined by the City Engineer. If the Work of the Contractor is delayed or damaged because of any acts or missions of any other contractor or contractors, the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

5. When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the City Engineer shall decide which contractor shall cease work and which shall continue, whether the work on both contracts shall progress at the same time, and in what manner the work is to proceed. Similarly, when the work site of one contract is the necessary or convenient means of access for the transportation or movement of workers, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City Engineer to the contractor so desiring to the extent which may be reasonably necessary.

GC- 28 INSURANCE

The Contractor shall furnish insurance as described in **Exhibit H** to the Agreement. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-29. SURETY BONDS

1. Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Statutory or Labor and Material Payment Bond in the full amount of the Contract Price on the forms attached to the Agreement as **Exhibits B-1 and B-2.** The Bonds shall be provided by corporate sureties admitted in the State of Kansas, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.

2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any

failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.

GC-30. DELAYS AND EXTENSION OF TIME

1. If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City, or direction of the City Engineer to delay or suspend Work, or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractors or suppliers, negligent or otherwise, then the Contract Time and the Contract Price may be extended and/or adjusted for such reasonable time and amount as the City Engineer shall decide, provided, that the Contractor would not have been delayed by a cause not attributable to the City or a separate contractor.

2. If adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

3. If the parties are unable to agree upon an appropriate Extension of Time, the Contractor shall assert a Claim in accordance with applicable provisions of this Contract's Disputes section.

4. If the Contractor is not entitled to an Extension of Time, the Owner shall be entitled to recover its actual costs, or liquidated damages as stated in the Agreement, attributable to the delay by the Contractor.

5. No request for an extension of time shall be made for delay unless Contractor provides written notice to City Engineer of such delay, the reasons therefor and the expected length of delay within two business days of the commencement of such delay, in order to afford the City the maximum opportunity to take such action as it deems appropriate to minimize the delay or the consequences thereof. In the case of continuing cause of delay, only one written notice is necessary.

GC-31. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the City Engineer and signed by the City and the Contractor. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner

as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. Quantity Variations. Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the City Engineer. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the City Engineer equitably adjust the unit price. The City Engineer shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the City Engineer in the same manner as all other payments under the Contract.

3. Minor Changes. City Engineer may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.

4. Work Directives. From time to time the City Engineer may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the City Engineer shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.

   The City Engineer shall either:

   (a) make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or

   (b) direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or

(c) If the City Engineer has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the City Engineer direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.

(d) Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.

(e) If the City Engineer determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.

(i) Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:

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

(2) All materials and supplies;

(3) Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eight-five percent (85%) of the local standard rental rate for similar items;

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

(5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums for insurance, where the premiums therefor are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;

(6) Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.

(ii) Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:

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

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

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

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

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

The City Engineer may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work

5. If either party wishes to take exception to the City Engineer's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the City Engineer, with a copy of such notice to the other party, within seven (7) days of receipt of the City Engineer's decision. Failure to give such notice shall constitute acceptance of the City Engineer's decision.

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

GC-32. INDEMNITY

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

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

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

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

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

   Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments,

decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

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

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

GC-33. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-34. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.

2. Contractor shall not subcontract more than fifty percent (50%) of the Work.

3. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor

the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

5. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that

   (a) assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

   (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

   (c) When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

   (d) Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

   (e) Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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

GC-35. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the City Engineer or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.

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

3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City Engineer to do so, unless the City Engineer has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the City Engineer fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City Engineer, the City may correct it in accordance with the provisions of this Contract.

4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-36. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis

for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Engineer as to such matter or other action on which the dispute is based. A decision of the City Engineer (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any legal action.

GC-37. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

1. Suspension of Work by the City . The City Engineer may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.

2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:

   (a) the Work to be done under this Contract shall be abandoned by the Contractor; or

   (b) this Contract shall be assigned by Contractor otherwise than as herein provided; or

   (c). at any time the City Engineer shall certify in writing to the City that:

      (i) the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;

      (ii) that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;

      (iii) that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or

(iv) if the Contractor defaults in any material manner in its performance of the Contract; or

(d) a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;

then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.

4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

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

the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

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

GC-38. PROGRESS PAYMENTS

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

2. Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the City Engineer during the preceding month, calculated in proportion to the Contract price, but to ensure the proper performance of the Contract, five percent (5%) of the amount of each estimate will be retained, although the City reserves the right to increase retainage to ten percent (10%) if it determines, in its sole opinion, that the higher rate is required to ensure performance of the Contract. Such retainage will be paid thirty (30) days after Substantial Completion of all work covered by the Contract unless the City is otherwise allowed by law to continue to retain said funds.

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

4. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City.

This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the City Engineer, all calculated in proportion to the Contract Price.

5. In general, no payment will be made in estimates for materials delivered on the site and not incorporated in the Work unless approved by the City Engineer as being in the best interests of the City, and title to such materials is transferred to the City by Bill of Sale on the form attached to the Agreement as **Exhibit I.** Payment shall not be permitted for materials not delivered to the site except as approved by the City Engineer as being in the best interests of the City, and the City has received both a fully executed Bill of Sale and a satisfactory Bailment Agreement on the form attached to the Agreement as **Exhibit J.**

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

7. The City shall require the Contractor to submit with its payment applications completed and notarized Partial Release of Lien and Waiver of Claim form from itself, and all Subcontractors and vendors with contract values of $1,000 or more on the form attached to the Agreement at **Exhibit K.** Contractor's failure to furnish said lien waivers shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such documentation create any obligation on City's part to verify accuracy.

8. The Contractor has bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work.

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

GC-39 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare

and submit to the City Engineer a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

2. Upon receipt of the Punch List, the City Engineer and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the City Engineer. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.

3. When the Work or designated portion thereof is substantially complete, the City Engineer will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The City Engineer shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-40. PARTIAL OCCUPANCY OR USE

1. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, liquidated damages (if any), security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor

shall prepare and submit a list to the City Engineer as provided above. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

2. Immediately prior to such partial occupancy or use, the City Engineer and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

3. In the event the City chooses to accept partial utilization of the Work, the amount of liquidated damages shall be equitable adjusted to reflect the relative value and potential damages associated with late completion of the remaining Work.

4. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

GC-41 FINAL COMPLETION AND FINAL PAYMENT

1. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer and/or Inspector will promptly make such inspection to determine if the Work is acceptable under the Contract Documents and the Contract fully performed. Before final acceptance, all installed and constructed equipment, devices and other Work which is to be tested under the Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed Work required under this Contract shall be made under the direction of the City Engineer. Upon agreement that the Work is complete, final payment of all remaining sums due to Contractor shall be made within fifteen days of compliance by Contractor with all requirements.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City Engineer:

   (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work (less amounts withheld by the City) have been paid or otherwise satisfied,

   (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City,

   (c) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

(d) consent of surety to final payment,

(e) final Waivers of Lien and Release of Claims from Contractor and all Subcontractors and Vendors with a contract value of $1,000 or more on the form attached hereto as **Exhibit L**,

(f) a current copy of the site plan on which Contractor shall show by dimensioning all underground utilities, above ground utilities, sewer clean-outs, yard hydrants, water meter, gas meter, electric meter and phone lines, and, if required by the City, other data establishing payment or satisfaction of obligations, to the extent and in such form as may be designated by the City, and

(g) receipt by the City of two State of Kansas Project Completion Certification (Form PR-77) on the forms attached to the Agreement as **Exhibit F** from the Contractor.

3. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the City shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4. The making of final payment shall constitute a waiver of Claims by the City except those arising from:

(a) liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

(b) failure of the Work to comply with the requirements of the Contract Documents; or

(c) terms of special warranties required by the Contract Documents.

5. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver and release of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Any payment, however, final or otherwise, shall not

release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage.

GC-42. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:

   (a) defective Work not remedied;

   (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;

   (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

   (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

   (e) damage to the City or a separate contractor;

   (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

   (g) repeated failure to carry out the Work in accordance with the Contract Documents.

   The City may also nullify a payment previously issued and withhold sums appropriate to protect the Owner from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.

2. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-43. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized

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

GC-44. NOTICE

1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-45. NO WAIVER OF RIGHTS

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

GC-46. INDEPENDENT CONTRACTOR

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

GC-47. SEVERABILITY

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

GC-49. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Kansas law.

GC-49. GOVERNING LAW

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

GC-50. VENUE

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

GC-51 APPOINTMENT OF SERVICE AGENT:

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

GC-52. PROCESS AGENT CERTIFICATE

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

EXHIBIT A-1

Special Conditions

SC-1. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY
All work performed and all preparations of the Contractor or his employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of the Contractor.

SC-2. CONTRACTOR TO FURNISH STAKES AND HELP
The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent personnel from its workforce and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said Work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the City Engineer.

SC-3. PRESERVATION OF MONUMENTS AND STAKES
The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work because the Contractor failed to discharge the foregoing obligation, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

SC-4. MAINTENANCE OF TRAFFIC
Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall conduct its Work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

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

SC-5. BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the City Engineer and shall be friable material suitable for compaction. All waste areas shall be located off the site and arrangements and payment for use for such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state, and local laws, ordinances and regulations.

SC-6. PARKING AREAS, DRIVES AND WALKS

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

SC-7. STREET SIGNS AND TRAFFIC AIDS

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

SC-8. UTILITY MEETINGS AND UTILITY ADJUSTMENT

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

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

Private ownership underground utilities, including but not limited to sewer, water, gas, or electric service lines, sprinkler systems and controls, sump pump discharge line, etc., disturbed by the Contractor within or outside the right-of-way shall be restored at the

Contractor's expense and at no cost to the City. The Contractor shall make every effort to locate these lines and protect them.

SC-9. EASEMENTS AND RIGHTS-OF-WAY

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

SC-10. SAMPLING AND TESTING

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

SC-11. COLD WEATHER OPERATIONS

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

SC-12. POLLUTION CONTROL

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

SC-13. NOISE CONTROL

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

SC-14. DUST CONTROL

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

SC-15. CONSTRUCTION AREA RESTORATION

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

SC-16. PRE-RESTORATION MEETING

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

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

2) A list of the equipment to be used for soil preparation and compaction, fertilizer distribution, sod delivery, placement and rolling and watering.

3) The proposed source or sources of the sod, select soil, and water.

4) A list or set of "marked up" plans indicating the proposed location of each type of sod.

5) A list of at least 3 locations that the sod crew to be used on this Project has placed sod within the previous 2 weeks.

SC-17. CONSTRUCTION SCHEDULE

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

The Contractor shall submit monthly progress reports and schedules. The progress report shall summarize work completed, identify any weather and/or utility delays encountered, and indicate Work anticipated for the upcoming month. The schedule will

be detailed indicating how the remaining Work will be completed within the stated deadlines (the remaining Work shall include identifying/incorporating utility relocation work with the Project-related construction Work). The progress report and schedule will be required before payment of monthly pay estimates.

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

SC-18. SUPERINTENDENT

The Contractor shall be responsible for all coordination between all phases of construction. The Contractor shall coordinate the activities and scheduling of all operations in accordance with the approved schedule. All unsupervised work shall be unacceptable by the Engineer. Any superintendent not adequately or competently supervising all operations for, and in connection with the Work being performed, shall terminate operations as directed by the Engineer, until such time as an adequate and competent superintendent, as determined by the Engineer, has been provided by the Contractor. Termination of any operation shall not relieve the Contractor's obligation on the time to complete the Work. The Contractor shall have no claim to the City of any expenses caused by the Contractor's failure to comply with the requirements of this paragraph.

SC-19. NOTIFICATION OF PROPERTY OWNERS

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

SC-20. CONSTRUCTION VIDEO

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

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

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

SC-21. DELAYED WORK ORDER

The City reserves the right to delay work order on certain portions of the Work until the regular school year for the Shawnee Mission School District USD 512 has ended. The City further reserves the right and may delay work order on certain portions of Work until such time as seasonable weather limitations and/or utility relocations will allow proper progress on major items of Work. A partial work order may be issued by the City for clearing of right-of-way before utility relocations, if, in the opinion of the Engineer,

such clearing would expedite utility relocation. Also, the City may issue partial work orders for certain items of Work after partial utility relocations have been made. No charge shall be made by the City or the Contractor for delays arising from the issuance of such work orders other than provided for in the General Conditions.

SC-22. TREE PROTECTION

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

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

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

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

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

SC-24. RIGHT-OF-WAY

Right-of-way and easements are currently available.

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

SC-25. CONSTRUCTION LIMITATIONS

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

A) The City Engineer shall approve any variations from the traffic control plans. No construction will be allowed at night or on holidays or weekends.

B) All trees that are designated to be saved shall be protected prior to equipment being moved onto the Project site.

EXHIBIT B-1

PERFORMANCE BOND

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

referred to as the "Contractor", and _____, a Corporation

organized under the laws of the State of _____ and authorized to

transact business in the State of Kansas as Surety, are held and firmly bound unto the City of Fairway,

Kansas, hereinafter referred to as the "Owner" in the penal sum of

_____ DOLLARS, lawful

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

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

and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

PROVIDED FURTHER, if said Contractor fails in all particulars to duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract and the Conditions, Specifications, Plans and other contract documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship as required by the Contract, then the Surety will promptly advise the City of its election to either complete all of the obligations of the Contractor; engage another Contractor acceptable to the City to complete the obligations of the Contractor; or pay the costs incurred by the City to complete the project and/or the costs to repair any defective parts, and any other damages incurred by the City in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additional to the terms of the contract, or the work to be

performed thereunder, or the specifications accompanying the same, shall in any ways affect this obligation on this bond and it does hereby waive notice of any change, extension of time, or addition to the terms of the contract, or to the work, or to the specifications.

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

on this the _____day of _____, 20_____.

_____
Contractor

BY:_____

_____
Surety

By _____SEAL

By _____SEAL
(Attorney-in-fact)

By _____SEAL
Kansas Agent

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

EXHIBIT B-2

STATUTORY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

_____as Contractor, and

_____ as Surety

with General Offices in the City of _____ and

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

_____DOLLARS ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

NOW THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned contract documents, this obligation shall be void; otherwise, it shall remain in full force and effect. This Bond shall be construed to comply with the requirements of K.S.A.60-1111.

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

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

_____

ATTEST:

_____ By _____

(SEAL) Secretary

_____
Title

_____
Surety Company

(SEAL) By _____

By _____
Attorney-in-Fact

By _____
Kansas Agent

(A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars ($100,000.00) in accordance with K.S.A. 60-1111 as amended. The bond must be filed with the Clerk of the District Court of Johnson County, Kansas by the Contractor.)

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

EXHIBIT C

List of Plans, by sheet and date of issue, and all addenda thereto

Sheet No.	Date	Description	Addenda

EXHIBIT D

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01060 REFERENCED STANDARDS

1. GENERAL.

Whenever references are made to standard specifications, methods of testing, materials codes, practices, and requirements it shall be understood that the latest revision of said references shall govern unless a specific revision is stated.

The following standard specifications are incorporated into the Contract:

A. Street Construction and Material Specifications, and Street Design Criteria prepared by the Kansas City Metropolitan Chapter of the American Public Works Association (APWA).

B. Standard Specifications for State Road and Bridge Constructions, prepared by the Kansas Department of Transportation (KDOT).

C. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) published by Federal Highway Department.

D. Other Standard Specifications where referred to in the technical specifications.

01270 MEASUREMENT AND PAYMENT

1. GENERAL

Payment for Work performed by the CONTRACTOR under these Contract Documents will be made in accordance with the General Conditions at the approved Contract Unit Price. Such payment shall compensate the CONTRACTOR for all labor, equipment, materials, tools, incidental expense, overhead and profit, and all Work and risk necessary to complete the project as indicated by the Contract Documents.

2. SUBSIDIARY ITEMS (Work items not listed on the Bid Form-Unit Prices)

Work required to complete the project as indicated by the Plans, Specifications, and Contract Documents, but which has no corresponding unit or lump sum price, shall be a subsidiary item, whether or not so indicated.

CONTRACTOR'S cost to complete subsidiary items shall be included as part of the Contract Unit Prices for other items.

3. MEASUREMENT

1. Plan Measure. Pay item quantities have been calculated from the dimensions indicated on the Plans. The quantities as listed on the Bid Form-Unit Prices shall be the final quantities, except where significant scope changes occur, in which case the quantity will be modified by a duly executed Change Order.

01400 QUALITY CONTROL

1. TESTING SERVICES. Testing services shall be provided in accordance with Article 10 of the Special Conditions. All tests to determine compliance with the Contract Documents shall be performed by an independent commercial testing firm acceptable to City Engineer. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped and fully qualified to perform the tests in accordance with the specified standards.

Testing services provided by the City are for the sole benefit of the City; however, test results shall be available to Contractor. Testing necessary to satisfy Contractor's internal quality control procedures shall be the sole responsibility of Contractor.

1.01. Testing Services Provided by Contractor. Unless otherwise specified, Contractor shall provide all testing services in connection with the following:

Concrete materials and design mixtures.

Masonry units and masonry grout and mortar materials and design mixtures.

Asphaltic concrete materials and design mixtures.

Embedment, fill, and backfill materials.

Moisture-density and relative density tests on embedment, fill, and backfill materials.

In-place field density tests on embedment, fills, and backfill.

All tests required by Johnson County Wastewater (JCW) in conjunction with all gravity and force main sewer work.

All other tests and engineering data required for City Engineer's review of materials and equipment proposed to be used in the Work.

Contractor shall obtain City Engineer's acceptance of the testing firm before having services performed, and shall pay all costs for these testing services.

1.02. Testing Services provided by the City. The City reserves the right to test the following materials and equipment:

Concrete.

Asphaltic concrete.

Other materials and equipment at the discretion of the City.

Testing, including sampling, will be performed by City Engineer or the testing firm's laboratory personnel, in the general manner indicated in the Specifications. City Engineer shall determine the exact time, location and number of tests, including samples.

Arrangements for delivery of samples and test specimens to the testing firm's laboratory will be made by the City. The testing firm's laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and shall furnish a written report of each test.

Contractor shall furnish all sample materials and cooperate in the testing activities, including sampling. Contractor shall interrupt the Work when necessary to allow testing, including sampling, to be performed. Contractor shall have no Claim for an increase in Contract Price or Contract Times due to such interruption. When testing activities, including sampling, are performed in the field by City Engineer or laboratory personnel, Contractor shall furnish personnel and facilities to assist in the activities.

1.03. Transmittal of Test Reports. Written reports of tests and engineering data furnished by Contractor for City Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The laboratory retained by the City will furnish four copies of a written report of each test. Two copies of each test report will be transmitted to the Inspector, one copy to City Engineer, and one copy to Contractor, within 3 days after each test is completed.

01700 EXECUTION REQUIREMENTS

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of the City-installed products.
5. Progress cleaning.
6. Protection of installed construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings,

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to the City Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to layout the Work, verify layout information shown on Drawings, in relation to the property survey and

existing benchmarks. If discrepancies are discovered, notify the City promptly.

B. General: Engage a land surveyor to layout the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and grades as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4, Check the location, level and plumb, of every major element as the Work progresses.
5. Notify the City when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and layout site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Grades: Locate and layout control lines and grades for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work.

E. Record Log: Maintain a log of layout control work.

3.4 FIELD ENGINEERING

A. Reference Points: Contractor shall locate existing permanent benchmarks, control points, and similar reference points before beginning the Work if required to complete construction activities. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of the City. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the City before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control paints.

B. Benchmarks: Establish and maintain benchmarks on Project site, referenced to data established by survey control points.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its Original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, contractor shall prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the City.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolls, and items with integral

anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CITY-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for the City construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by the City's construction forces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

01800 SELECTIVE DEMOLITION

GENERAL

1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.
4. Salvaging items for reuse by the City.

1.3 DEFINITIONS

A. Demolish: Completely remove and legally dispose of off-site.

B. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to the City. Include fasteners or brackets needed for reattachment elsewhere.

C. Remove: Detach Hems from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

D. Remove and Salvage: Detach items from existing construction and deliver them to the City.

E. Remove and Reinstall or Reset: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

F. Existing to Remain, Leave in Place, or Use in Place: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to the City that may be uncovered during demolition remain the property of the City.

1. Carefully salvage in a manner to prevent damage and promptly return to the City.

1.5 SUBMITTALS

A. Proposed Protection Measures: At preconstruction conference discuss the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control.

B. Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work.
2. Temporary interruption of utility services.
3. Shutoff and capping of utility services.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI Al0.S and NFPA 241.

C. Preconstruction Conference: Review methods and procedures related to building demolition.

1.7 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by the City as far as practical.

1. Before selective demolition, the City will remove the following items:

a. Trash receptacles.

B. Notify City Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. The City assumes no responsibility for buildings and structures to be demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by the City as far as practical.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by the City before start of the Work.
2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify City Engineer and the City. Hazardous materials will be removed by the City under a separate contract.

E. On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

A. Arrange demolition schedule so as not to interfere with the City's on-site operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

B. Review Project Record Documents of existing construction provided by the City. The City does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to City Engineer.

3.2 PREPARATION

A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

B. Existing Utilities: Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

C. Salvaged Items: Comply with the following:

1. Clean salvaged items of dirt and demolition debris.
2. Store items in a secure area until delivery to the City.
3. Transport items to storage area designated by the City.

4. Protect items from damage during transport and storage.

3.3 PROTECTION

A. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.

B. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 Section "Temporary Facilities and Controls".

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
4. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to demolition operations.

3.4 DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
2. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Protect items from damage during transport and storage.
2. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the

City, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

D. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

E. Explosives: Use of explosives is not permitted.

1.5 DEMOLITION BY MECHANICAL MEANS

A. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within footprint of new construction.

1. Remove below-grade construction, including basements, foundation walls, and footings, completely.

B. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

1. Piping: Disconnect piping at unions, flanges, valves, or fittings.
2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.7 SITE RESTORATION

A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from demolition operations according to backfill requirements in accordance with Section 2100 of the APWA Standard Specifications.

B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site. See Division 1 Section "Construction Waste Management" for recycling and disposal of demolition waste.

B. Remove demolition waste materials from Project site and legally dispose of them in an EPA approved landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Do not burn demolished materials.

3.10 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before demolition operations began.

01900 CONSTRUCTION WASTE MANAGEMENT

Materials of all description, which are to be removed from the site, shall be removed immediately once they are disturbed.

Stockpiled materials may be stored briefly on site for a period not to exceed 24 hours if the materials are needed for the current item of work, The materials shall be stockpiled within the project limits and in a manner and at a location which shall cause the least inconvenience to the public.

TECHNICAL SPECIFICATIONS

DIVISION 2 - SITEWORK

02001 MOBILIZATION

Payment will be made for "Mobilization" at the contract lump sum price as listed in the Bid Form in accordance with Section 801 of the Kansas Department of Transportation Standards Specifications.

02051 CONTRACTOR'S SURVEY

The Contractor shall be responsible to provide for all required surveys.

The Contractor will be required to preserve all comer stones or bars, monuments or other landmarks that he may find in prosecuting the work. He must notify the City Engineer of the finding of any landmarks, and shall not remove or disturb the same until permission is given to do so, when he shall properly remove and reset said landmarks under the direction of the City Engineer.

Payment will be made for "Contractor Construction Staking" at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete the item.

02110 CLEARING, GRUBBING, AND DEMOLITION

This work shall be done in accordance with Section 2100 of the APWA Standard Specifications.

Clearing, grubbing, and demolition shall be paid for at the contract lump sum price for "Removal of Improvements" as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete the item.

02115 2” MILL and OVERLAY

This work shall be performed in accordance with Section 2200 for asphalt surface course Type 3-01 and 2207 for cold milling of the APWA Standard Specifications. The asphalt smoothness shall be in accordance with section 2211 of the APWA Standard Specifications for residential collectors (10 ft. straight edge).

The contractor will coordinate the removal and hauling of milled material from the job site. Where the roadways are to remain open to traffic prior to overlay operations, the pavement will be broomed of loose material and temporary asphalt wedges provided so as to not leave abrupt drop-offs in the driving lanes.

This work shall be paid for at the contract unit price per square yard for "2" Mill and Overlay" as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete this item of work.

02440 UNTREATED COMPACTED AGGREGATE

This work shall be done in accordance with Section 2202 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to section 1104 of the Standard Specifications for State Road and Bridge Construction prepared by the Kansas Department of Transportation.

No separate measurement or payment shall be made for untreated compacted aggregate.

02513 BASE PAVEMENT REPAIR

Full depth asphalt pavement repair work shall be in conformance with Section 2200 of the APWA Standard Specifications for asphalt base course Type 1-01.

The asphalt base shall be constructed to the thicknesses specified on the plan sheets at the locations identified by the City Engineer after milling operations prior to overlay. As part of base repair if wet or unsuitable subgrade material is encountered it shall replaced with untreated aggregate material and compacted prior to placing base asphalt .

Payment will be made at the contract unit price per square yard for "Base Pavement Repair" as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete this item of work.

02515 PORTLAND CEMENT CONCRETE PAVING

Roadways shall be constructed in accordance with section 2200 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to the Kansas City Metro Materials Board Specifications. All concrete shall be KCMMB4K. Copies can be obtained at:

http://www.kcmmb.org/Specstspecs.asp

The concrete smoothness shall be in accordance with section 2211 of the APWA Standard Specifications for residential collectors (10 ft. straightedge).

Payment shall be made at the contract unit price per square foot for "6" Concrete Driveway” as listed in the Bid Form. Such payment shall constitute full compensation for all labor, materials, and equipment necessary to complete the item.

2516 ASPHALTIC CONCRETE PAVING

This work shall be performed in accordance with Section 2200 for asphalt surface course Type 3-01 and Type 1-01 for asphalt base course of the APWA Standard Specifications.
The asphalt smoothness shall be in accordance with section 2211 of the APWA Standard Specifications for residential collectors (10 ft. straight edge).

This work shall be paid for at the contract unit price per square yard for "6” Asphalt Driveway” as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete this item of work

02528 CURB AND GUTTER

Curb and gutter shall be constructed in accordance with Section 2209 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to the Kansas City Metro Materials Board Specifications. All concrete shall be KCMMB4K. Copies can be obtained at:

http://www.kcmmb.orglSpecs/specs.asp

Payment will be made at the contract unit price per linear foot for "Concrete Curb and Gutter (CG-1)" as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

02529 CONCRETE SIDEWALK

Concrete sidewalk shall be constructed in accordance with Section 2301 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to the Kansas City Metro Materials Board Specifications. All concrete shall be KCMMB4K. Copies can be obtained at:

http://www.kcmmb.orngpecs/specs.asp

Payment will be made at the contract unit price per square foot for "Concrete Sidewalk (4”)" as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

02549 MATERIALS TESTING

Asphalt Pavement shall be tested by personnel/testing lab approved by the City, for review by the City. **Two sets of tests** shall be performed for this project.

During production the plant shall have the following tests performed by an approved laboratory: AC content, extracted gradation, Marshall density, stability, voids, vma, vfa and max theoretical density.

Job site Mixture shall be sampled in accordance with ASTM D 979 and tested in accordance with AASHTO T 245. The mixtures will be tested for binder content in accordance with ASTM D 2172 or D 6307. The recovered aggregate will be sieved in accordance with ASTM D 5444.

Concrete Pavement shall be tested by ACI personnel/testing lab approved by the City, for review by the City. **Two sets of tests** shall be performed for this project. The City Engineer shall determine the exact time and location of the testing. The following procedures listed below will be performed for each concrete test.

Kansas Department of Transportation Specifications test methods.

KT-21 for slump
KT-18, KT-19 or KT-20 for air content
KT -22 cylinders (3 cylinders per test)
KT-20 for mass/yield

Additional testing required as indicated in sections 2200 and 2300 of the APWA Standard Specifications shall be considered subsidiary to the items for which they are used.

Payment will be made at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete these items of work.

02550 TRAFFIC CONTROL

Traffic control shall be in accordance with Section 2305 of the APWA Standard Specifications.

The Contractor shall provide proper signing and protective devices prior to beginning any construction activity and shall patrol the work areas as frequently as needed during each day and at the end of each working day. All traffic cones, signs, barricades, drums, and other devices shall be immediately and properly reset if they are accidentally moved.

All streets adjacent to the project will be open to traffic during the duration of construction. Access and egress from properties adjacent to the project shall be maintained at all times. All traffic control shall conform to the MUTCD.
Payment will be made for “Traffic Control" at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for furnishing, erecting, moving, maintaining, and removing all traffic control devices as proposed by the Contractor and approved by the City Engineer.

02580 SODDING

Sodding shall be in accordance with Section 2402 of the APWA Standard Specifications.

Payment will be made for “Surface Restoration" at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

02700 PERMANENT PAVEMENT MARKINGS

Cold plastic pavement marking shall be applied in accordance with KDOT Standard Specification Section 806 for durable pavement marking material conforming to Section 2207. The pavement surface shall be prepared according to manufacturer's recommendations for the material used.

Payment will be made for “Pavement Marking" at the contract unit price per linear foot for the pavement marking items as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

EXHIBIT E

CONTRACTOR'S AFFIDAVIT ACKNOWLEDGING
FEDERAL LOBBYING ACTIVITIES AND
CONFLICT OF INTEREST PROHIBITION

1. 31 U.S.C.S. Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

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

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

The undersigned has read the foregoing and swears under penalty of perjury that the statements above are true and correct to the best of his information and belief.

_____
(signature)

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

EXHIBIT F

Kansas Department of Revenue
Tax Policy Group
915 SW Harrison St.
Topeka, KS 66612-1588

Telephone: 785-296-3081
FAX: 785-296-7928

STATE OF KANSAS
PROJECT COMPLETION CERTIFICATION

TO:_____

Name of Entity to whom Project Exemption Certificate was Issued

_____

Street Address City State Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under Exemption Certificate Number

_____ , issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(d),
(e) or (cc), as amended.

_____

Contractor / Subcontractor

_____

P.O. Box and/or Street Number and Name

_____

Street Address City State Zip Code

_____ _____

Signature and Title of Authorized Representative Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the taxpayer for which the work was performed. A copy of this certification must also be forwarded to the address shown at the top of this form. All invoices must be retained by the contractor for a period of five years and are subject to audit by the Kansas Department of Revenue.

EXHIBIT G

CONTRACTOR'S AFFIDAVIT OF COMPLAINCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

1. The Contractor hereby swears and certifies that:

   (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, disability, national origin, ancestry or age;

   (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 Kansas Human Rights Commission (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 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

   (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; and

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

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

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

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

2. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

_____
(signature)

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

EXHIBIT H

INSURANCE REQUIREMENTS

1. Contractor/Designer agrees to procure and carry, at its sole cost, until completion of this Agreement and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 Owner reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification,** must be received by Owner prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor/Designer shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Owner.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor/Designer, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice **("endeavor to notify" language is not acceptable)** to Owner and other required additional insureds, and Contractor/Designer shall submit to Owner, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor/Designer shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Agreement covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of $1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor/Designer shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers'

Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than $500,000.00 per occurrence and $1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor/Designer.

2.7 Commercial General Liability Insurance. Contractor/Designer shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of Owner's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Agreement, including personal injury, death and property damage. Each Project shall maintain minimum limits of $2,000,000.00 per occurrence and $2,000,000.00 aggregate.

2.8 Excess Liability. Contractor/Designer shall maintain Excess Liability coverage on an umbrella form with minimum limits of $2,000,000.00 per occurrence and $2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Owner and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. Owner and any other person or entity required by the Agreement, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor/Designer's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations; provided that, the maximum and minimum coverage limit shall be $500,000.00 per occurrence. Contractor/Designer shall use I SO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 10/01), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTORY. Contractor/Designer further agrees to indemnify Owner, if by providing coverage in excess of the 500,000.00, the Contractor/Designer causes the Owner to suffer a loss through a waiver of the Kansas Torts Claim cap on immunity.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor/Designer's liability with respect to its performance of the Agreement.

4. Subcontractors' Insurance. Contractor/Designer shall require all those subcontractors providing equipment, materials or services directly to Contractor/Designer in connection with this Agreement to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor/Designer shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide Owner with such certificates and endorsements. Contractor/Designer shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor/Designer shall have obtained in writing from Owner a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor/Designer shall protect, defend and save Owner harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Agreement selected by Contractor/Designer, and further agrees to pay all loss and expense incurred by Owner by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Agreement is entered with a Contractor, and any design or other professional services are included in the Agreement, Contractor/Designer shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Agreement. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

6.1. If the Agreement is entered with a Designer, Designer shall provide coverage at least as favorable to Owner as that specified in paragraph 6, above.

6.2 With respect to any Professional Liability insurance, Contractor/Designer agrees as follows:

.1 upon receipt of notice of any claim in connection with the Agreement, to promptly notify Owner, providing full details thereof, including an estimate of the amount of loss or liability.

.2 promptly notify Owner of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Agreement.

.3 In the event that Owner shall determine that the Contractor/Designer's aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor/Designer shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to Owner.

EXHIBIT I

BILL OF SALE

SELLER: _____
_____
_____

In consideration of payments made by _____ ("Buyer") referenced in the agreement dated _____, 20____, receipt of which is hereby acknowledged, Seller declares and certifies that it now possesses, and does hereby grant, sell, transfer and deliver to Buyer all right, title and interest in the following goods:

Buyer to have all right and title to the goods in himself and his executors, administrators and assigns forever and Seller, on behalf of itself, its successors and assigns, will warrant and defend the title to said goods and chattels hereby sold unto Buyer, its successors and assigns, forever, against the lawful claims and demands of all persons. It is expressly understood and agreed that the acceptance of the goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty or any other cause under the agreement referenced above or at law.

IN WITNESS WHEREOF, Seller has executed this Agreement the ____ day of _____, 20____.

Seller: _____

By: _____

Title: _____

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

_____
Notary Public in and for said County and State

My commission expires:

_____

EXHIBIT J

BAILMENT AGREEMENT

BAILOR:

_____
_____
_____

BAILEE: Contractor/Subcontractor/ Supplier

_____
_____
_____

LOCATION OF STORAGE:

The goods and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Contractor/Subcontractor/Supplier, and Owner, for Work to be performed at
_____
_____
_____. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

1. To keep said goods and materials at the above mentioned address, separate and apart from all other goods and identified as subject to this bailment,

2. To keep said goods and materials fully insured against all risk of physical loss or damage,

3. To keep said goods protected from the weather, commingling, vandalism and/or diversion from said Project, and

4. To deliver said goods and materials to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor and no other. The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien upon, said goods and materials.

QUANTITY	DESCRIPTION OF ITEM

Receipted and Acknowledged:

Contractor/Supplier (Bailee)

Dated:_____

By:_____
Authorized Signature

EXHIBIT K

CONDITIONAL PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: $_____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:
_____
_____
_____
_____
_____
_____

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:
_____
_____

_____
_____
_____
_____

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of $_____, the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract, through the date of last work covered by the payment application stated above. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR:_____

By:_____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

EXHIBIT L

CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property":_____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: $_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:
_____
_____
_____

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned , contingent upon the issuance, final clearance and payment of $_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR:_____
_____

By:_____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

Morgan Contractors "Pavement Markings, Signage, Traffic Control"
929 Locust Hill Circle
Belton, MO 64012
8163135721
estimating@morgancontractors.com
www.morgancontractors.com

MORGAN CONTRACTORS

Estimate 201477

ADDRESS
City of Fairway
4717 Roe Parkway
Fairway, KS 66205

SHIP TO
Reinhardt Dr & Howe Dr

Stripe roadway per plans provided.

DATE	TOTAL
08/06/2020	$4,200.00

CATEGORY
Permanent Striping

ESTIMATOR
Sam Miceli

PROJECT NAME
Reinhardt Dr Striping

ACTIVITY	RATE	QTY	AMOUNT
Pavement Marking:Pavement Marking Lump Sum Item #1: Pavement Marking : Reinhardt & Howe (Paint) - - - - - 10 LF. of 4" Solid White 109 LF. of 4" Dotted White 292 LF. of 4" Double Yellow 10 LF. of 24" White Stop Bar	1,600.00	1	1,600.00
Pavement Marking:Pavement Markings Lump Sum Item #2: Pavement Marking : Reinhardt & Howe (Extruded & Preformed Thermoplastic) - - - - - 10 LF. of 4" Solid White 109 LF. of 4" Dotted White 292 LF. of 4" Double Yellow 10 LF. of 24" White Stop Bar (Preformed)	2,600.00	1	2,600.00

Not Prevailing Wage
Tax Exempt

1. Prime contractor is responsible for the cleaning of the roadway/Parking Lot/Trail for permanent striping installation, (if needed).
2. Morgan Contractors will not install any striping outside of the manufacturer recommendations.
3. This bid does not include any removals or surface prep.

TOTAL $4,200.00

THANK YOU.

Accepted By

Accepted Date

SUPERIOR BOWEN

SUPERIOR BOWEN

2501 Manchester Trafficway • Kansas City, Missouri 64129
(816) 921-8200 • Fax (816) 921-8251

Date: 8/10/2020

To: City of Fairway

Attn: Bill Stogsdill

Project Name: 57th Terr and Reinhardt
2" Mill and Overlay

Item	Description	Unit	Quantity	Unit Price	Amount
1	2" Mill and Overlay as Shown on Diagram	LS	1	$8,450.00	$8,450.00

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Authorized by:

Mathew J Bowen

Superior Bowen

Date: 8/10/2020

SUPERIOR BOWEN

SUPERIOR BOWEN
2501 Manchester Trafficway • Kansas City, Missouri 64129
(816) 921-8200 • Fax (816) 921-8251

Date: 8/17/2020

To: The City of Fairway, KS

Project Name: Eastvale - Mill and Overlay

Proposal:

Item	Description	Unit	Quantity	Unit Price	Amount
1	2" Asphalt Mill and Overlay	SY	4,988	$10.50	$52,374.00
2	Remove and Replace Curb	LF	272	$56.00	$15,232.00
3	Inlet Top (4'x3')	EA	1	$2,500.00	$2,500.00
				TOTAL:	$70,106.00

Note: Asphalt material to be APWA T3R

This proposal may be withdrawn by Superior Bowen Asphalt Company, L.L.C. ("SBAC") if not accepted within twenty days.

Progress payments to be made monthly with final payment due upon completion.

The above prices include labor, material, and equipment unless stated otherwise.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE INCORPORATED INTO THIS PROPOSAL. ONCE EXECUTED BY BOTH PARTIES, THIS PROPOSAL SHALL BECOME A BINDING CONTRACT.

Proposal authorized by:

Mathew J Bowen

Superior Bowen

Proposal accepted by Client: Date: _____

The City of Fairway, KS

fairway, KS
THE CITY OF TREES

Department of Public Works

August 28, 2020

Mayor Melanie Hepperly
City Council
City of Fairway

Re: 2020 Capital Improvement Program Contract

In front of the Council for consideration is a contract between the City of Fairway and Superior Bowen for the placement of speed humps on Belinder.

Staff recommends approval of the contract.

Bill Stogsdill, CPM, CPWP-M, PWLF
Director of Public Works
City of Fairway, KS
(913) 722-2822
bstogsdill@fairwaykansas.org

CITY OF FAIRWAY, KANSAS

AGREEMENT BETWEEN CITY OF FAIRWAY
AND CONTRACTOR
FOR
Speed Hump Placement on Belinder Rd.

CITY OF FAIRWAY PROJECT NO. 2020-A

This agreement is made and entered into this 14th day of September 2020, by and between the City of Fairway, Kansas, (hereinafter the "City") and

Superior Bowen. (hereinafter the "Contractor").

WITNESSETH:

NOW, THEREFORE, in consideration of the donation by the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its successors and assigns, as follows:

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

Speed Hump placements on Belinder Rd.

all in accordance with the Contract Documents, on file with the City Clerk of Fairway, Kansas, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The Contractor will donate for the performance of the work embraced in this Contract, and the City will accept the donation estimated to be worth an estimated FOURTY FIVE THOUSAND DOLLARS ($45,000) for all work covered by and included in the Contract award and designated in the foregoing Article I.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed ~~and will complete all work by this Contract in 21 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of $400.00 per day for each and every calendar day the work remains incomplete over the specified completion time~~.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured Endorsement, ~~the fully executed Performance and Statutory Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor~~.

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

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Form of Performance Bond
Exhibit B-2	Form of Statutory Payment Bond
Exhibit C	List of Plans by date including all addenda thereto
Exhibit D	Technical Specifications
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	State of Kansas Project Completion Certification (Form PR-77)
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Insurance Requirements
Exhibit I	Form of Bill of Sale
Exhibit J	Form of Bailment Agreement
Exhibit K	Form of Conditional Partial Waiver of Lien and Release of Claims
Exhibit L	Form of Conditional Final Waiver of Lien and Release of Claims

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

CITY OF FAIRWAY, KANSAS

_____
By: Melanie Hepperly
Title: Mayor

ATTEST:

_____
Kim Young - City Clerk

APPROVED AS TO FORM:

_____
Richard Cook - City Attorney

_____
Superior Bowen - Contractor

By: _____

(SEAL) Title: _____

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

EXHIBIT A

GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.

2. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Agreement as **Exhibits B-1 and B-2.**

3. "Change Order" is a written order issued after the Agreement is executed by which the City, the City Engineer and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.

4. "City" shall mean the City of Fairway, Kansas.

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

6. The "Contract Documents" consist of (1) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may by furnished by the Engineer which the City Engineer deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

7. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.

8. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Agreement.

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

10. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.

11. "Final Acceptance" shall mean the date when the City Engineer accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.

12. "Inspector" shall mean the person or firm authorized in writing by the City Engineer or the City to perform inspections of the Work as provided in the Contract Documents.

13. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the City Engineer, and written orders for minor changes in the Work issued by the City Engineer.

14. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.

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

16. "Plans" shall mean and include all drawings which may have been or may be furnished by the City to Contractor for use in performing the Work. The Plans, including all addenda thereto, are more specifically identified on **Exhibit C.**

17. "Shop Drawings" shall mean all drawings, diagrams, illustrations, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.

18. " Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. The Specifications, including all addenda thereto, are more specifically identified on **Exhibit D.**

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

20. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.

21. “Substantial Completion” shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.

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

23. The "Work" shall mean the everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product.

24. "Work Directive" shall mean a written order from the City Engineer to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.

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

3. The Contractor shall keep the City Engineer informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Engineer and the Contractor.

4. Any Work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.

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

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

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

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

9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import , unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.

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

11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:

    a. Modifications to the Agreement
    b. The Agreement
    c. Special Conditions
    d. General Conditions
    e. Plans
    f. Specifications

12. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

13. The Contract may not be amended or modified except by a modification as hereinabove defined.

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

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the City Engineer in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the City Engineer's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

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

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

3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings.

4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

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

2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures,

and for safety precautions and programs in connection with the Work. Neither the City nor the City Engineer shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

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

4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Agreement as **Exhibit E,** confirming its compliance with the prohibition against federal lobbying and conflicts of interest.

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

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

6. The approval by the City Engineer of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account the of failure or inefficiency of

any plan or method so approved. Such approval shall be considered and shall mean that the City Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

7. It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. Two copies of the State of Kansas Project Completion Certificate (Form PR-77 – **Exhibit F** hereto) will be furnished to the City by the Kansas Department of Revenue upon issuance of a tax exemption number, which will be forwarded to Contractor. must be signed and returned to the City upon completion of the Protect.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.

2. Unless otherwise provided in the Contract Documents,

   (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

   (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

   (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.

3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE CITY ENGINEER

The City Engineer is authorized to observe and inspect all Work included herein. Anything in the Contract Documents to the contrary notwithstanding, the City Engineer shall in all cases

(a) determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;

(b) rule on all questions relating to the plans and specifications for the Project;

(c) issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which City Engineer may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The City Engineer's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the City Engineer as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

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

2. Contractor shall furnish the City Engineer with the superintendent's cellphone and pager numbers and email address and assure that the superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.

3. No Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the City Engineer, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.

4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.

5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the City Engineer so directs, Contractor shall promptly remove any employee determined by the City Engineer to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.

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

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

4. Contractor shall be specifically responsible to assure that all employees are eligible for employment, and shall comply with the Immigration Reform Control Act of 1986, as amended, 8 U. S. C. §1324(e), relating to employment of aliens.

5. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Agreement as **Exhibit G** relating to equal employment opportunity and non-discrimination.

6. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job

site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

1. The Contractor shall, within the time set forth in the Notice to Proceed, or if no time is stated, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period contractually specified, subject to any extensions of such time made as hereinafter provided. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

2. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the City Engineer’s information before submission of Contractor's first request for payment, a Contractor’s construction schedule for the Work. If the City Engineer so requests, the Contractor shall submit the schedule in an electronic format such as Primavera or other commonly utilized software program. The schedule shall not exceed time limits current under the Contract Documents; shall be revised at appropriate intervals as required by the conditions of the Work and Project; shall be related to the entire Project to the extent required by the Contract Documents; shall be coordinated with applicable Subcontractors; and shall provide for expeditious and practicable execution of the Work. Schedules of subcontractors will also be available for inspection. The Work will be performed in accordance with the most current Schedule.

3. The Contractor shall be responsible for revisions to schedules of and coordinating same with its Subcontractors and will resolve conflicts among their schedules.

4. Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City Engineer; such permission, however, may be revoked at any time by the City Engineer. Otherwise, no Work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City Engineer 48 hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency jeopardizing persons or property.

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

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Agreement for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.

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

3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjusted the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions.

GC-13. INSPECTION OF WORK

1. The City, the City Engineer, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the City Engineer timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection,

testing or approval if the inspection, testing or approval is by an authority other than City Engineer.

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

4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.

5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the City Engineer before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.

6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility

for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted by the City upon recommendation by the City Engineer. No such adjustment will be made unless the Contractor brings the matter to the City Engineer's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.

2. Discovered Artifacts**.** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the City Engineer. Upon receipt of such notice, the City Engineer shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the City Engineer but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule and shall submit the schedule(s) for the City Engineer's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the City Engineer time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the City Engineer in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the City

Engineer, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings.

3. The City Engineer shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the City Engineer to reject a submittal shall not operate as acceptance or relieve Contractor of responsibility for compliance with the Contract Documents.

4. Once the Submittal is in a form acceptable to the City Engineer, the Contractor shall furnish a total of not less than five (5) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the City Engineer, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the City Engineer.

5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the City Engineer of drawings or other items submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this

paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.

3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.

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

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

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

   (a) Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.

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

2. After this Contract has become effective, the City Engineer will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:

   (a) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

   (b) Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and

   (c) Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.

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

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

GC-18. PERMITS AND NOTICES

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

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

GC-19. USE OF PREMISES

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

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

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

4. A laydown area or staging area will be provided at the site and shall be chosen by City Engineer. Contractor will furnish its own weather protection for materials, equipment and work in progress if required.

5. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

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

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

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

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

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

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.

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

9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or along side public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

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

2. Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City Engineer by Contractor. In the

absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.

3. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, the following items:

   (a) Personal protective equipment;
   (b) First aid-personnel and facilities;
   (c) Arrangements for medical attention;
   (d) Sanitary facilities;
   (e) Fire protection;
   (f) Signs, signals, and barricades;
   (g) Security regulations;
   (h) Safety inspections;
   (i) Reporting forms and procedures;
   (j) Material handling and storage;
   (k) Lines of communication;
   (l) Determination of potential hazards;
   (m) Personnel safety meetings and education;
   (n) Access to work areas;
   (o) Subcontractors involvement in the program;
   (p) Inspections and corrective action.

   Contractor shall furnish a copy of its safety plan to the City Engineer for review, but Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.

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

5. Whenever, in the opinion of the City Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City Engineer, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places

as the City Engineer may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for any damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.

2. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing

the condition, immediately stop Work in the affected area and report the condition to the City Engineer in writing.

3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.

5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

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

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

3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.

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

GC-25. CLEANING UP

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

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. During the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the City Engineer, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the City Engineer, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by City Engineer, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.

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

3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by City Engineer for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.

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

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

GC-27. SEPARATE CONTRACTS

1. City reserves the right to perform with its own forces or let other contracts in connection with the Project. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of work by City or others and shall properly connect and coordinate its Work with the work of City or others.

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

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

4. The Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or

negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and contractors or between the Contractor and the workers of the City, or any other entity in regard to their work, shall be adjusted and determined by the City Engineer. If the Work of the Contractor is delayed or damaged because of any acts or missions of any other contractor or contractors, the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

5. When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the City Engineer shall decide which contractor shall cease work and which shall continue, whether the work on both contracts shall progress at the same time, and in what manner the work is to proceed. Similarly, when the work site of one contract is the necessary or convenient means of access for the transportation or movement of workers, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City Engineer to the contractor so desiring to the extent which may be reasonably necessary.

GC- 28 INSURANCE

The Contractor shall furnish insurance as described in **Exhibit H** to the Agreement. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-29. SURETY BONDS

1. Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Statutory or Labor and Material Payment Bond in the full amount of the Contract Price on the forms attached to the Agreement as **Exhibits B-1 and B-2.** The Bonds shall be provided by corporate sureties admitted in the State of Kansas, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.

2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any

failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.

GC-30. DELAYS AND EXTENSION OF TIME

1. If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City, or direction of the City Engineer to delay or suspend Work, or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractors or suppliers, negligent or otherwise, then the Contract Time and the Contract Price may be extended and/or adjusted for such reasonable time and amount as the City Engineer shall decide, provided, that the Contractor would not have been delayed by a cause not attributable to the City or a separate contractor.

2. If adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

3. If the parties are unable to agree upon an appropriate Extension of Time, the Contractor shall assert a Claim in accordance with applicable provisions of this Contract's Disputes section.

4. If the Contractor is not entitled to an Extension of Time, the Owner shall be entitled to recover its actual costs, or liquidated damages as stated in the Agreement, attributable to the delay by the Contractor.

5. No request for an extension of time shall be made for delay unless Contractor provides written notice to City Engineer of such delay, the reasons therefor and the expected length of delay within two business days of the commencement of such delay, in order to afford the City the maximum opportunity to take such action as it deems appropriate to minimize the delay or the consequences thereof. In the case of continuing cause of delay, only one written notice is necessary.

GC-31. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the City Engineer and signed by the City and the Contractor. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner

as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. Quantity Variations. Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the City Engineer. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the City Engineer equitably adjust the unit price. The City Engineer shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the City Engineer in the same manner as all other payments under the Contract.

3. Minor Changes. City Engineer may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.

4. Work Directives. From time to time the City Engineer may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the City Engineer shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.

   The City Engineer shall either:

   (a) make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or

   (b) direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or

(c) If the City Engineer has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the City Engineer direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.

(d) Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.

(e) If the City Engineer determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.

(i) Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:

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

(2) All materials and supplies;

(3) Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eight-five percent (85%) of the local standard rental rate for similar items;

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

(5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums for insurance, where the premiums therefor are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;

(6) Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.

(ii) Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:

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

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

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

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

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

The City Engineer may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work

5. If either party wishes to take exception to the City Engineer's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the City Engineer, with a copy of such notice to the other party, within seven (7) days of receipt of the City Engineer's decision. Failure to give such notice shall constitute acceptance of the City Engineer's decision.

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

GC-32. INDEMNITY

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

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

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

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

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

   Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments,

decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

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

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

GC-33. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-34. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.

2. Contractor shall not subcontract more than fifty percent (50%) of the Work.

3. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor

the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

5. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that

   (a) assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

   (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

   (c) When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

   (d) Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

   (e) Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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

GC-35. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the City Engineer or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.

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

3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City Engineer to do so, unless the City Engineer has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the City Engineer fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City Engineer, the City may correct it in accordance with the provisions of this Contract.

4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-36. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis

for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Engineer as to such matter or other action on which the dispute is based. A decision of the City Engineer (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any legal action.

GC-37. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

1. Suspension of Work by the City . The City Engineer may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.

2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:

   (a) the Work to be done under this Contract shall be abandoned by the Contractor; or

   (b) this Contract shall be assigned by Contractor otherwise than as herein provided; or

   (c). at any time the City Engineer shall certify in writing to the City that:

      (i) the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;

      (ii) that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;

      (iii) that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or

(iv) if the Contractor defaults in any material manner in its performance of the Contract; or

(d) a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;

then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.

4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

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

the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

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

GC-38. PROGRESS PAYMENTS

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

2. Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the City Engineer during the preceding month, calculated in proportion to the Contract price, but to ensure the proper performance of the Contract, five percent (5%) of the amount of each estimate will be retained, although the City reserves the right to increase retainage to ten percent (10%) if it determines, in its sole opinion, that the higher rate is required to ensure performance of the Contract. Such retainage will be paid thirty (30) days after Substantial Completion of all work covered by the Contract unless the City is otherwise allowed by law to continue to retain said funds.

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

4. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City.

This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the City Engineer, all calculated in proportion to the Contract Price.

5. In general, no payment will be made in estimates for materials delivered on the site and not incorporated in the Work unless approved by the City Engineer as being in the best interests of the City, and title to such materials is transferred to the City by Bill of Sale on the form attached to the Agreement as **Exhibit I.** Payment shall not be permitted for materials not delivered to the site except as approved by the City Engineer as being in the best interests of the City, and the City has received both a fully executed Bill of Sale and a satisfactory Bailment Agreement on the form attached to the Agreement as **Exhibit J.**

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

7. The City shall require the Contractor to submit with its payment applications completed and notarized Partial Release of Lien and Waiver of Claim form from itself, and all Subcontractors and vendors with contract values of $1,000 or more on the form attached to the Agreement at **Exhibit K.** Contractor's failure to furnish said lien waivers shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such documentation create any obligation on City's part to verify accuracy.

8. The Contractor has bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work.

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

GC-39 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare

and submit to the City Engineer a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

2. Upon receipt of the Punch List, the City Engineer and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the City Engineer. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.

3. When the Work or designated portion thereof is substantially complete, the City Engineer will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The City Engineer shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-40. PARTIAL OCCUPANCY OR USE

1. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, liquidated damages (if any), security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor

shall prepare and submit a list to the City Engineer as provided above. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

2. Immediately prior to such partial occupancy or use, the City Engineer and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

3. In the event the City chooses to accept partial utilization of the Work, the amount of liquidated damages shall be equitable adjusted to reflect the relative value and potential damages associated with late completion of the remaining Work.

4. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

GC-41 FINAL COMPLETION AND FINAL PAYMENT

1. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer and/or Inspector will promptly make such inspection to determine if the Work is acceptable under the Contract Documents and the Contract fully performed. Before final acceptance, all installed and constructed equipment, devices and other Work which is to be tested under the Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed Work required under this Contract shall be made under the direction of the City Engineer. Upon agreement that the Work is complete, final payment of all remaining sums due to Contractor shall be made within fifteen days of compliance by Contractor with all requirements.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City Engineer:

   (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work (less amounts withheld by the City) have been paid or otherwise satisfied,

   (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City,

   (c) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

(d) consent of surety to final payment,

(e) final Waivers of Lien and Release of Claims from Contractor and all Subcontractors and Vendors with a contract value of $1,000 or more on the form attached hereto as **Exhibit L**,

(f) a current copy of the site plan on which Contractor shall show by dimensioning all underground utilities, above ground utilities, sewer clean-outs, yard hydrants, water meter, gas meter, electric meter and phone lines, and, if required by the City, other data establishing payment or satisfaction of obligations, to the extent and in such form as may be designated by the City, and

(g) receipt by the City of two State of Kansas Project Completion Certification (Form PR-77) on the forms attached to the Agreement as **Exhibit F** from the Contractor.

3. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the City shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4. The making of final payment shall constitute a waiver of Claims by the City except those arising from:

(a) liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

(b) failure of the Work to comply with the requirements of the Contract Documents; or

(c) terms of special warranties required by the Contract Documents.

5. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver and release of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Any payment, however, final or otherwise, shall not

release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage.

GC-42. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:

   (a) defective Work not remedied;

   (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;

   (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

   (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

   (e) damage to the City or a separate contractor;

   (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

   (g) repeated failure to carry out the Work in accordance with the Contract Documents.

   The City may also nullify a payment previously issued and withhold sums appropriate to protect the Owner from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.

2. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-43. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized

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

GC-44. NOTICE

1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-45. NO WAIVER OF RIGHTS

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

GC-46. INDEPENDENT CONTRACTOR

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

GC-47. SEVERABILITY

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

GC-49. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Kansas law.

GC-49. GOVERNING LAW

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

GC-50. VENUE

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

GC-51 APPOINTMENT OF SERVICE AGENT:

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

GC-52. PROCESS AGENT CERTIFICATE

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

EXHIBIT A-1

Special Conditions

SC-1. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY
All work performed and all preparations of the Contractor or his employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of the Contractor.

SC-2. CONTRACTOR TO FURNISH STAKES AND HELP
The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent personnel from its workforce and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said Work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the City Engineer.

SC-3. PRESERVATION OF MONUMENTS AND STAKES
The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work because the Contractor failed to discharge the foregoing obligation, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

SC-4. MAINTENANCE OF TRAFFIC
Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall conduct its Work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

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

SC-5. BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the City Engineer and shall be friable material suitable for compaction. All waste areas shall be located off the site and arrangements and payment for use for such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state, and local laws, ordinances and regulations.

SC-6. PARKING AREAS, DRIVES AND WALKS

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

SC-7. STREET SIGNS AND TRAFFIC AIDS

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

SC-8. UTILITY MEETINGS AND UTILITY ADJUSTMENT

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

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

Private ownership underground utilities, including but not limited to sewer, water, gas, or electric service lines, sprinkler systems and controls, sump pump discharge line, etc., disturbed by the Contractor within or outside the right-of-way shall be restored at the

Contractor's expense and at no cost to the City. The Contractor shall make every effort to locate these lines and protect them.

SC-9. EASEMENTS AND RIGHTS-OF-WAY

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

SC-10. SAMPLING AND TESTING

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

SC-11. COLD WEATHER OPERATIONS

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

SC-12. POLLUTION CONTROL

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

SC-13. NOISE CONTROL

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

SC-14. DUST CONTROL

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

SC-15. CONSTRUCTION AREA RESTORATION

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

SC-16. PRE-RESTORATION MEETING

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

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

2) A list of the equipment to be used for soil preparation and compaction, fertilizer distribution, sod delivery, placement and rolling and watering.

3) The proposed source or sources of the sod, select soil, and water.

4) A list or set of "marked up" plans indicating the proposed location of each type of sod.

5) A list of at least 3 locations that the sod crew to be used on this Project has placed sod within the previous 2 weeks.

SC-17. CONSTRUCTION SCHEDULE

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

The Contractor shall submit monthly progress reports and schedules. The progress report shall summarize work completed, identify any weather and/or utility delays encountered, and indicate Work anticipated for the upcoming month. The schedule will

be detailed indicating how the remaining Work will be completed within the stated deadlines (the remaining Work shall include identifying/incorporating utility relocation work with the Project-related construction Work). The progress report and schedule will be required before payment of monthly pay estimates.

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

SC-18. SUPERINTENDENT

The Contractor shall be responsible for all coordination between all phases of construction. The Contractor shall coordinate the activities and scheduling of all operations in accordance with the approved schedule. All unsupervised work shall be unacceptable by the Engineer. Any superintendent not adequately or competently supervising all operations for, and in connection with the Work being performed, shall terminate operations as directed by the Engineer, until such time as an adequate and competent superintendent, as determined by the Engineer, has been provided by the Contractor. Termination of any operation shall not relieve the Contractor's obligation on the time to complete the Work. The Contractor shall have no claim to the City of any expenses caused by the Contractor's failure to comply with the requirements of this paragraph.

SC-19. NOTIFICATION OF PROPERTY OWNERS

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

SC-20. CONSTRUCTION VIDEO

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

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

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

SC-21. DELAYED WORK ORDER

The City reserves the right to delay work order on certain portions of the Work until the regular school year for the Shawnee Mission School District USD 512 has ended. The City further reserves the right and may delay work order on certain portions of Work until such time as seasonable weather limitations and/or utility relocations will allow proper progress on major items of Work. A partial work order may be issued by the City for clearing of right-of-way before utility relocations, if, in the opinion of the Engineer,

such clearing would expedite utility relocation. Also, the City may issue partial work orders for certain items of Work after partial utility relocations have been made. No charge shall be made by the City or the Contractor for delays arising from the issuance of such work orders other than provided for in the General Conditions.

SC-22. TREE PROTECTION

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

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

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

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

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

SC-24. RIGHT-OF-WAY

Right-of-way and easements are currently available.

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

SC-25. CONSTRUCTION LIMITATIONS

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

A) The City Engineer shall approve any variations from the traffic control plans. No construction will be allowed at night or on holidays or weekends.

B) All trees that are designated to be saved shall be protected prior to equipment being moved onto the Project site.

EXHIBIT B-1

PERFORMANCE BOND

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

referred to as the "Contractor", and _____, a Corporation

organized under the laws of the State of _____ and authorized to

transact business in the State of Kansas as Surety, are held and firmly bound unto the City of Fairway,

Kansas, hereinafter referred to as the "Owner" in the penal sum of

_____ DOLLARS, lawful

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

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

and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

PROVIDED FURTHER, if said Contractor fails in all particulars to duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract and the Conditions, Specifications, Plans and other contract documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship as required by the Contract, then the Surety will promptly advise the City of its election to either complete all of the obligations of the Contractor; engage another Contractor acceptable to the City to complete the obligations of the Contractor; or pay the costs incurred by the City to complete the project and/or the costs to repair any defective parts, and any other damages incurred by the City in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additional to the terms of the contract, or the work to be

performed thereunder, or the specifications accompanying the same, shall in any ways affect this obligation on this bond and it does hereby waive notice of any change, extension of time, or addition to the terms of the contract, or to the work, or to the specifications.

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

on this the _____day of _____, 20_____.

_____
Contractor

BY:_____

_____
Surety

By _____SEAL

By _____SEAL
(Attorney-in-fact)

By _____SEAL
Kansas Agent

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

EXHIBIT B-2

STATUTORY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

_____as Contractor, and

_____ as Surety

with General Offices in the City of _____ and

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

_____DOLLARS ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

NOW THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned contract documents, this obligation shall be void; otherwise, it shall remain in full force and effect. This Bond shall be construed to comply with the requirements of K.S.A.60-1111.

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

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

_____

ATTEST:

_____ By _____

(SEAL) Secretary

_____
Title

_____
Surety Company

(SEAL) By _____

By _____
Attorney-in-Fact

By _____
Kansas Agent

(A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars ($100,000.00) in accordance with K.S.A. 60-1111 as amended. The bond must be filed with the Clerk of the District Court of Johnson County, Kansas by the Contractor.)

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

EXHIBIT C

List of Plans, by sheet and date of issue, and all addenda thereto

Sheet No.	Date	Description	Addenda
1.0	8/6/20	Cover	
1.1	8/6/20	Summary of Quantities	
1.2	8/6/20	Traffic Control	
	8/6/20	Speed Hump Locations	
2.0	8/6/20	Neckdown	
2.1	8/6/20	5328/5332 Belinder	
2.2	8/6/20	5434/5440 Belinder	
2.3	8/6/20	5510/5514Belinder	
2.4	8/6/20	5606/55612 Belinder	
2.5	8/6/20	5636/5640 Belinder	
2.6	8/6/20	Speed Hump Detail	
3.0	8/6/20	Island-Demo	
3.1	8/6/20	Island-New	
3.2	8/6/20	Island-Landscape	
3.3	8/6/20	Detail 1	
3.4	8/6/20	Detail 2	
3.5	8/6/20	Curb Standards	

TRAFFIC CALMING PLANS FOR
BELINDER AVENUE
SOUTH OF SHAWNEE MISSION PARKWAY
NORTH OF STATE PARK ROAD
IN THE CITY OF FAIRWAY, JOHNSON COUNTY, KANSAS

Sheet List Table

Sheet Number	Sheet Title
1.0	COVER SHEET
1.1	SUMMARY OF QUANTITIES
1.2	TAFFIC CONTROL
2.0	NECKDOWN
2.1	5328 5332 BELINDER
2.2	5434 5440 BELINDER
2.3	5510 5514 BELINDER
2.4	5606 5612 BELINDER
2.5	5636 5640 BELINDER
2.6	SPEED HUMP DETAIL
3.0	ISLAND – DEMO
3.1	ISLAND – NEW
3.2	ISLAND – LANDSCAPE
3.3	DETAIL 1
3.4	DETAIL 2
3.5	CURB STANDARDS

STATION 0+00

PROJECT LOCATION

LOCATION MAP

N

ENGINEER:

REDCONE CIVIL DESIGN GROUP
UMKC School of Computing and Engineering
Flarsheim Hall
5110 Rockhill Road
913.548.6141
redcone.civildesign@gmail.com

OWNER:

City of Fairway, Kansas
Bill Stogsdill, Director of Public Works
5420 Belinder Road
Fairway, KS 66205
Telephone 913.722.2822
bstogsdill@fairwaykansas.org

UTILITY COMPANIES AND GOVERNING AGENCIES:

JOHNSON COUNTY WASTEWATER
11811 S SUNSET DR, SUITE 2500
OLATHE, KS 66061
913.715.8500

EVERGY
888.471.5275
dan.slaven@evergy.com

CITY OF FAIRWAY PUBLIC WORKS
BILL STOGSDILL
4717 ROE PKWY
ROELAND PARK, KS 66205
913.722.2822
bstogsdill@fairwaykansas.org

CITY OF FAIRWAY POLICE CHIEF
DAVID BROWN
5252 BELINDER RD
FAIRWAY, KS 66205
913.262.2364

KANSAS GAS SERVICE
1421 N 3RD ST
KANSAS CITY, KS 66101

WATERONE
10747 RENNER BLVD
LENEXA, KS 66219

GOOGLE FIBER
1814 WESTPORT ROAD,
KANSAS CITY, MO 64111
866.777.7550

AT&T
913.676.1801
g43578@att.com

SPECTRUM
816.795.1100

Kansas 811
Know what's below.
Call 811 before you dig.

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

ACCREDITED AGENCY A·P·W·A

DESIGN TEAM

redcone
civil design group

GENERAL NOTES

LEGEND

DRAWING TITLE

COVER SHEET

DRAWING NUMBER

1.0

Summary of Quantities - Traffic Calming

Item No.	Description	Unit	Quantity
1	Concrete	CY	39.51
2	Paint	LF	24
3	Speed Humps	EA	5
15	Traffic Control	EA	1

Summary of Quantities - Southern Island

Item No.	Description	Unit	Quantity
1	Mobilization	EA	1
2	Demolition	SY	300
3	Contractor Construction Staking	EA	1
4	Concrete Curb and Gutter	LF	115
5	Concrete	CY	10
6	Backfill	CY	130
7	Sod Replacment	SY	300
8	Trees (Red Bud)	EA	2
9	Bushes (Box Wood)	EA	4
10	Benches	EA	3
12	Traffic Control	EA	1

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

redcone
civil design group

GENERAL NOTES

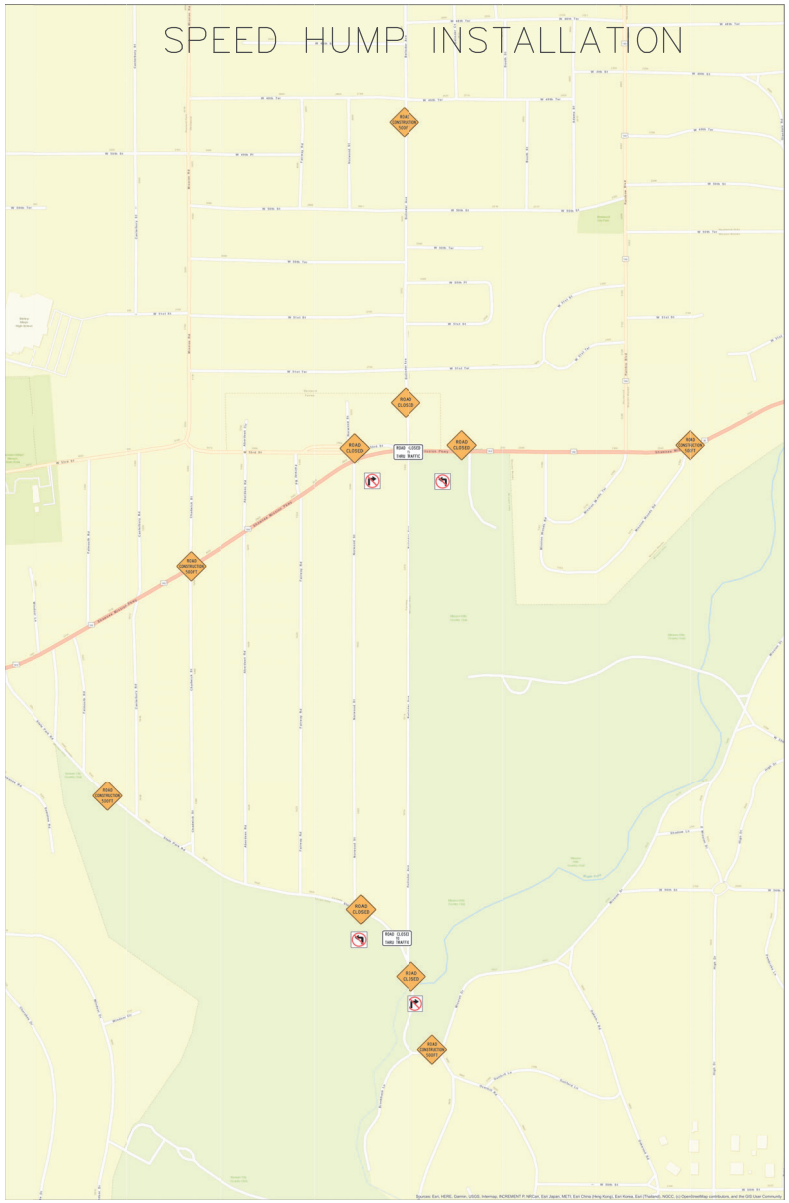
LEGEND

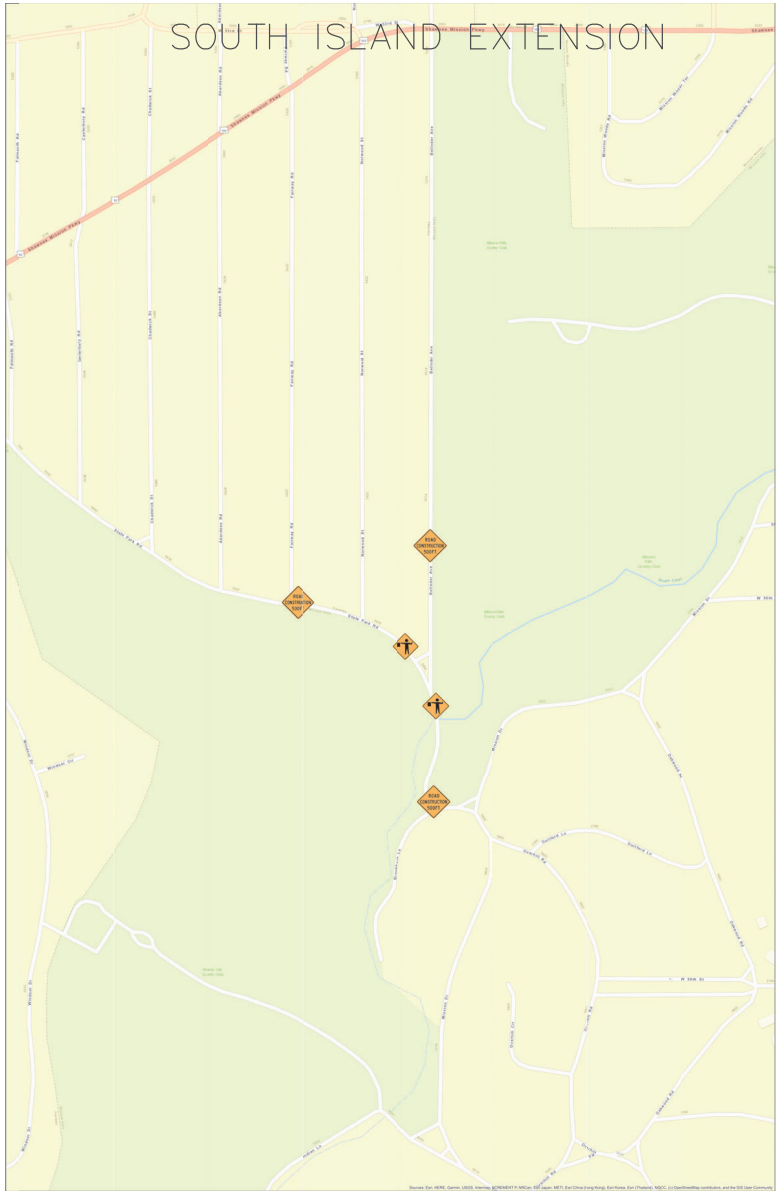
DRAWING TITLE

SUMMARY OF QUANTITIES

DRAWING NUMBER

1.1





BELINDER AVENUE TRAFFIC CALMING

OWNER

Fairway, KS THE CITY OF TREES Department of Public Works

ACCREDITED AGENCY A·P·W·A

DESIGN TEAM

redcone civil design group

GENERAL NOTES

LEGEND

DRAWING TITLE

TRAFFIC CONTROL

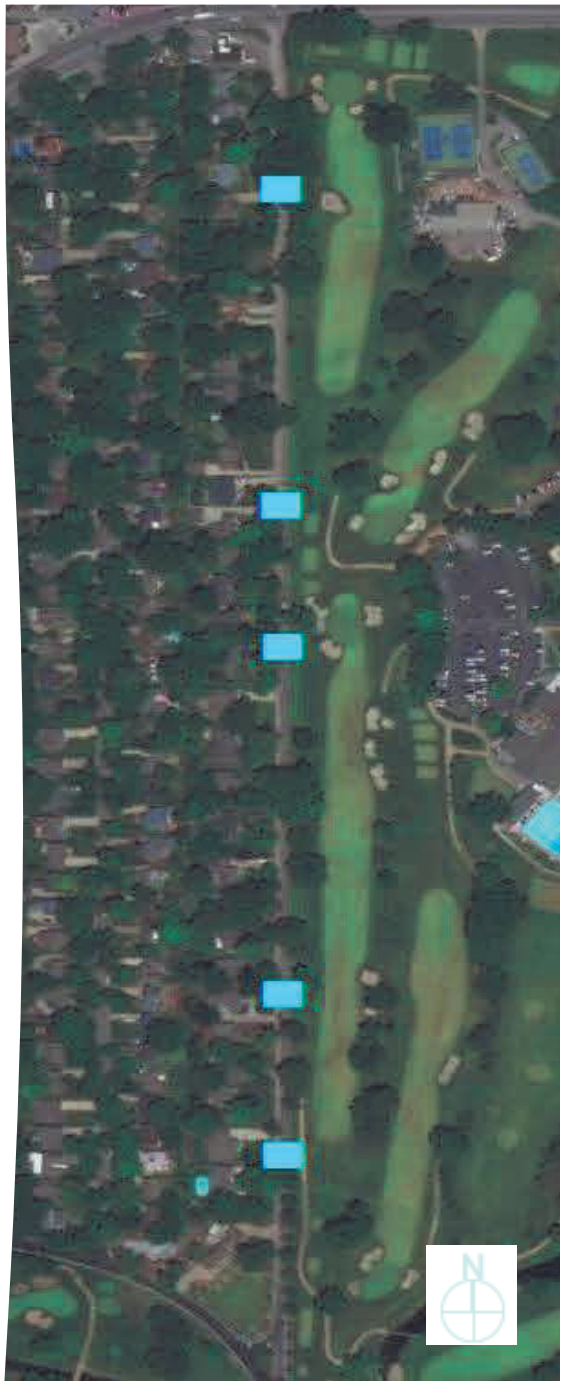
DRAWING NUMBER

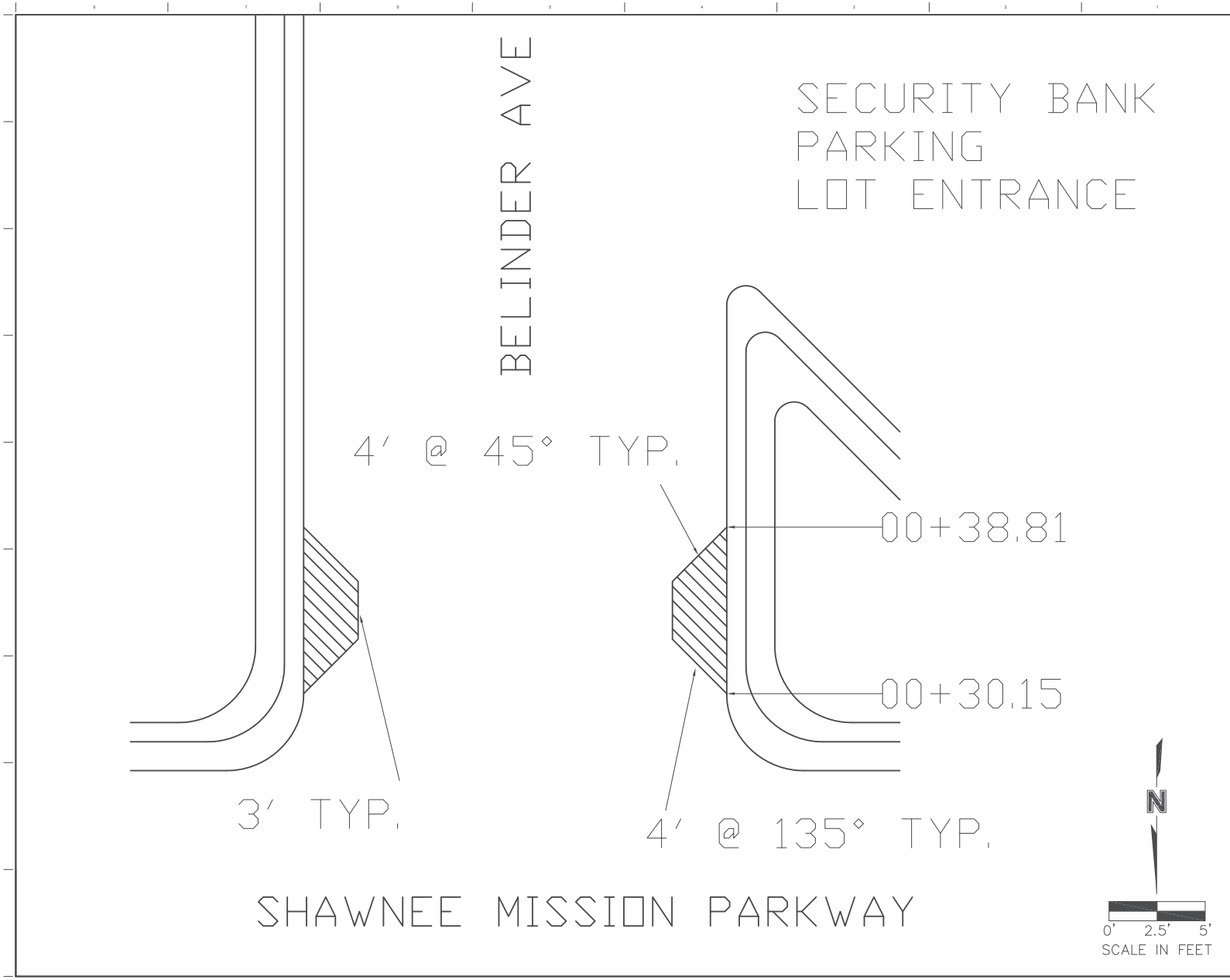
1.2

Belinder Road Speed Hump Locations

Closest Address

- 5328/5332
- 5434/5440
- 5510/5514
- 5606/5612
- 5636/5640





GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. NECK DOWN AREAS ARE SYMMETRICAL

LEGEND

PAINTED NECK DOWN

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

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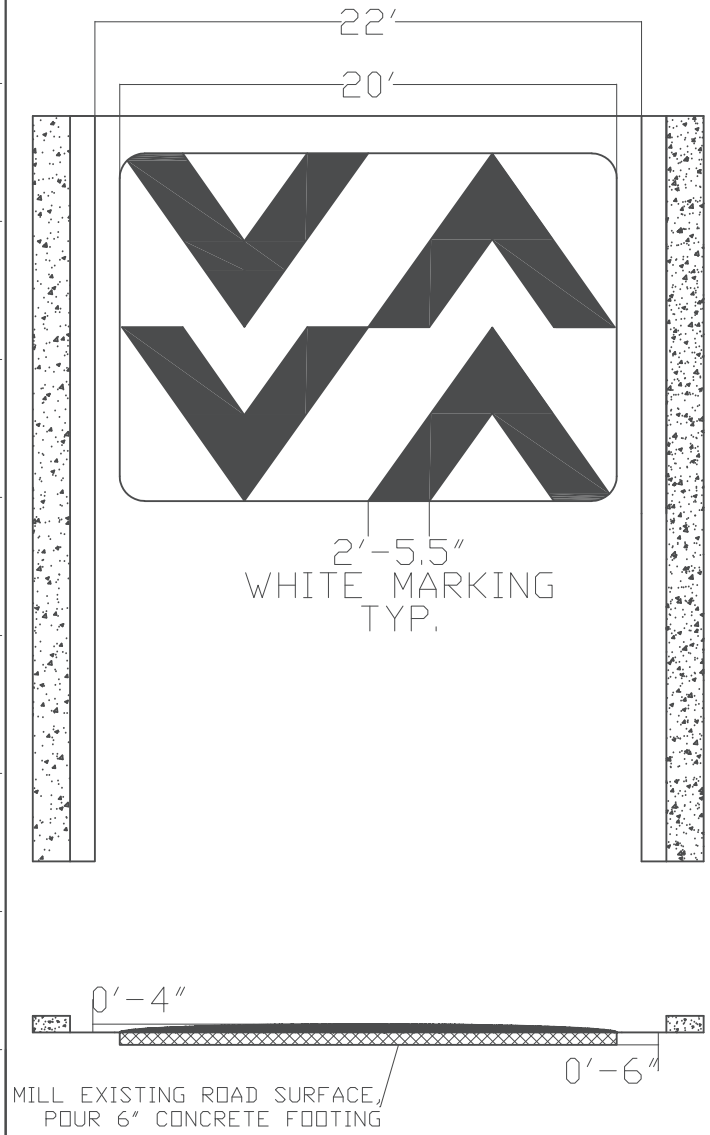
civil design group

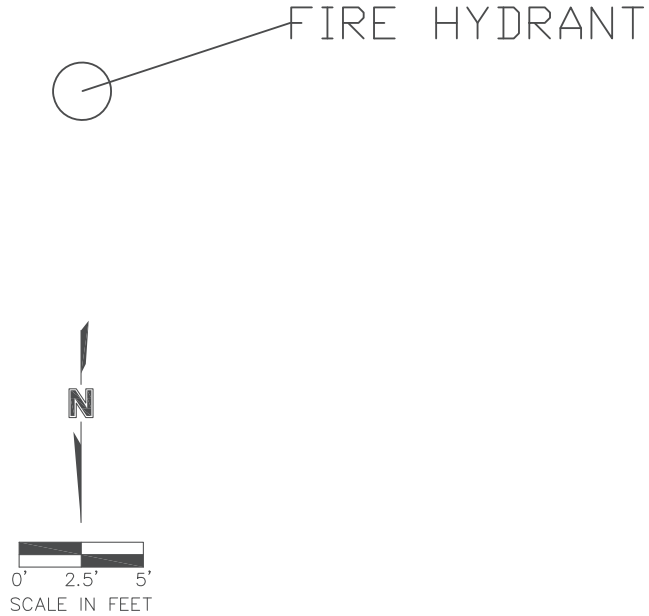
DRAWING TITLE

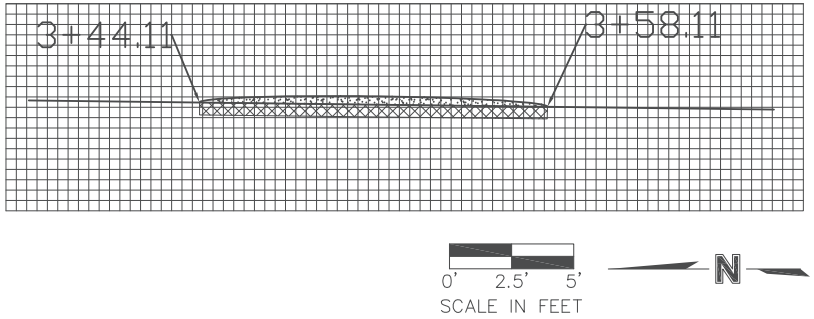
NECKDOWN - BELINDER AVENUE AT SHAWNEE MISSION PARKWAY

DRAWING NUMBER

2.0







GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. SIGNAGE TO BE DETERMINED BY CITY OF FAIRWAY
3. SPEED HUMP SHALL BE CONSTRUCTED WITH KCMMB 4K CONCRETE MIX

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

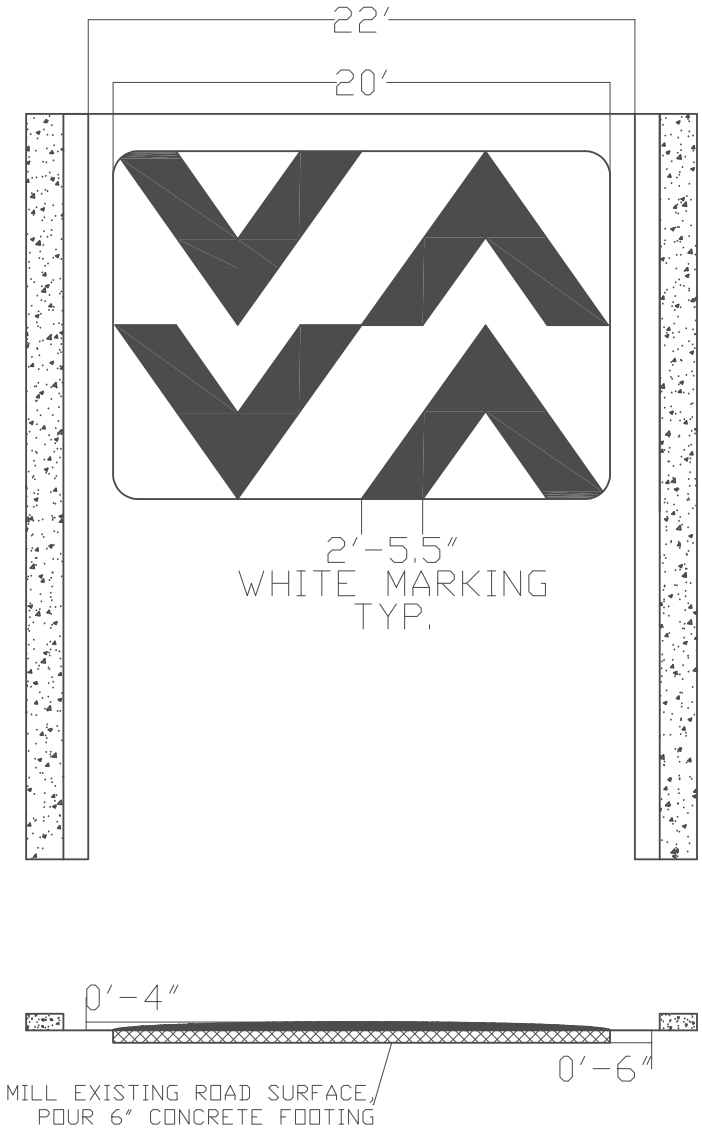
redcone
civil design group

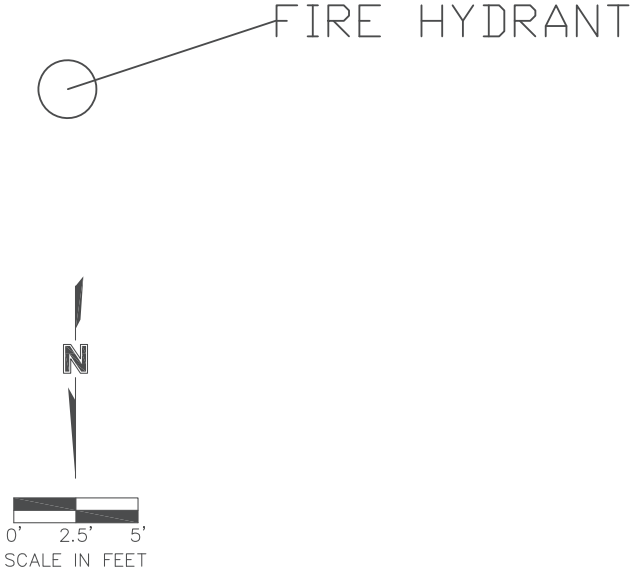
DRAWING TITLE

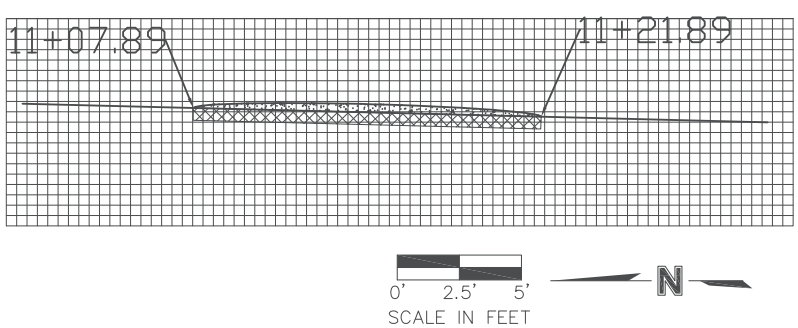
5328 / 5332
BELINDER

DRAWING NUMBER

2.1







GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. SPEED HUMP SHALL BE CONSTRUCTED WITH KCMMB 4K CONCRETE MIX

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

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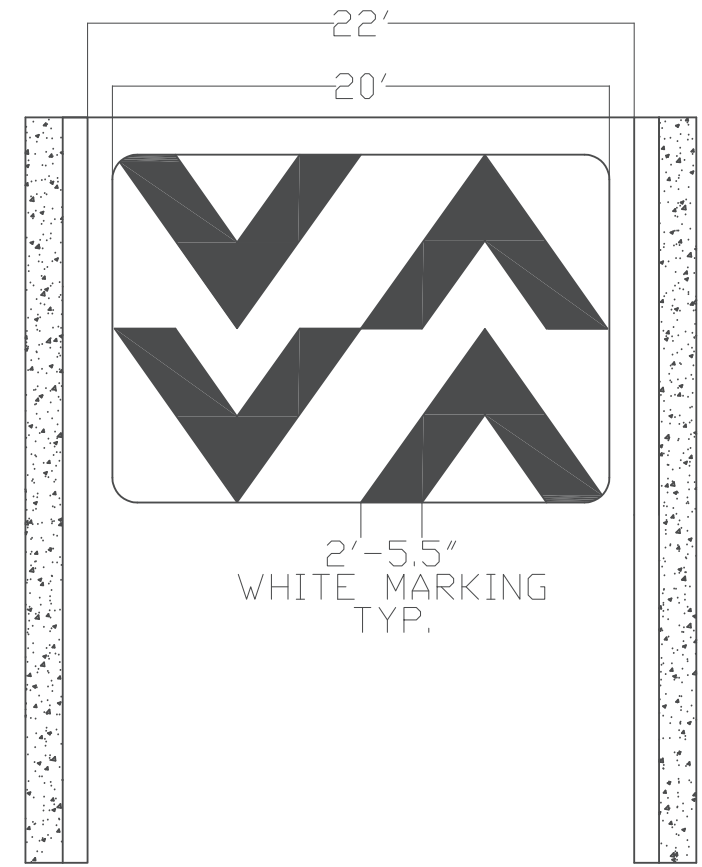
civil design group

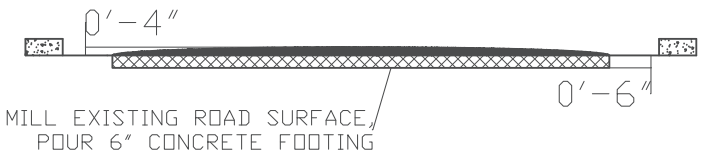
DRAWING TITLE

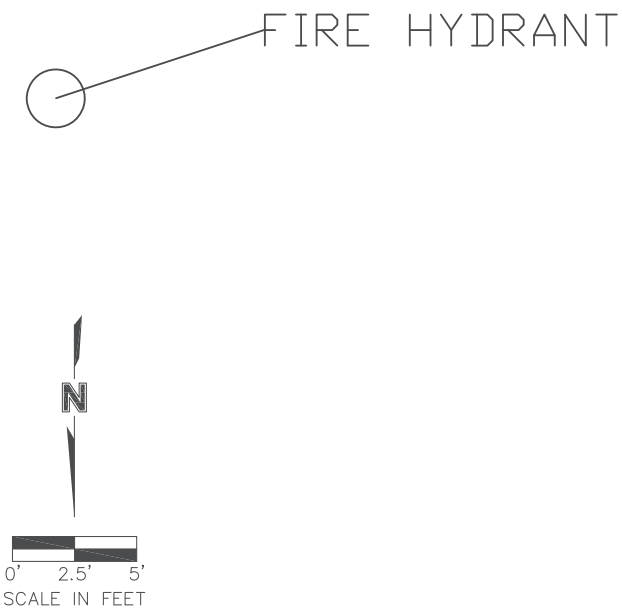
5434 / 5440
BELINDER

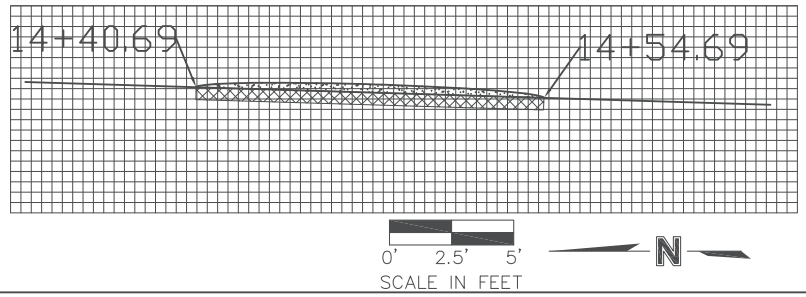
DRAWING NUMBER

2.2









GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. SPEED HUMP SHALL BE CONSTRUCTED WITH KCMMB 4K CONCRETE MIX

LEGEND

BELINDER AVENUE TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

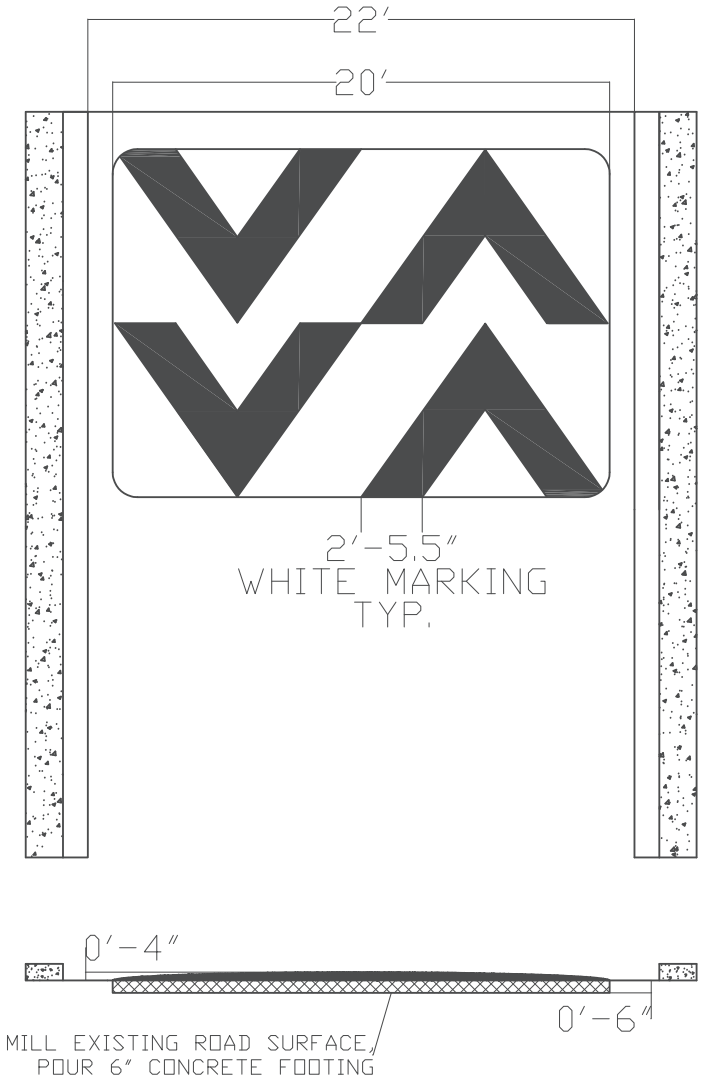
redcone
civil design group

DRAWING TITLE

5510 / 5514 BELINDER

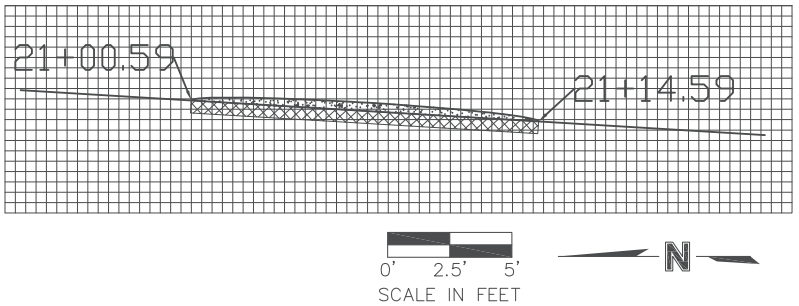
DRAWING NUMBER

2.3



FIRE HYDRANT

5606/5612 BELINDER AVE, -6.02% SLOPE



GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. SPEED HUMP SHALL BE CONSTRUCTED WITH KCMMB 4K CONCRETE MIX

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

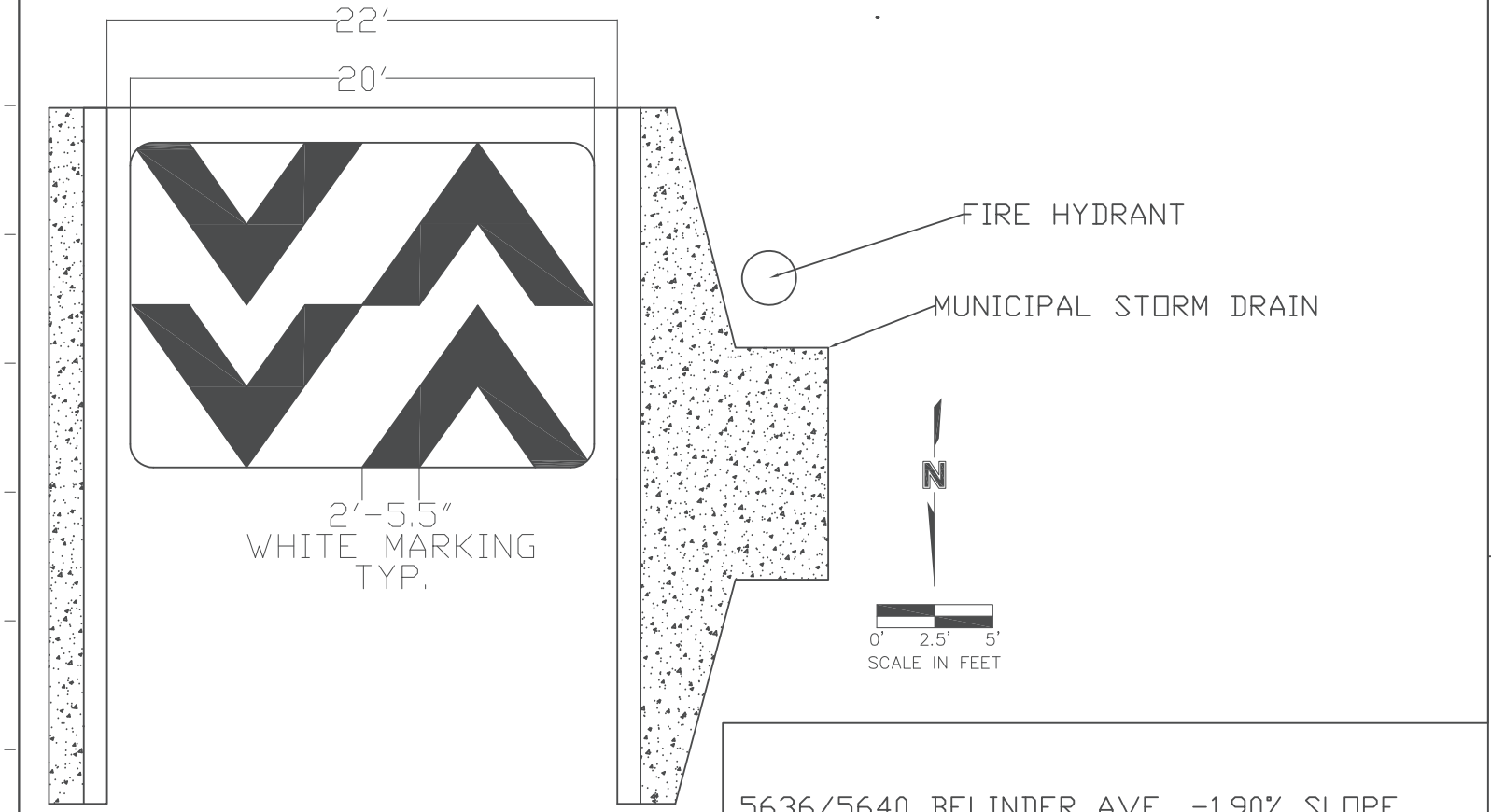
redcone
civil design group

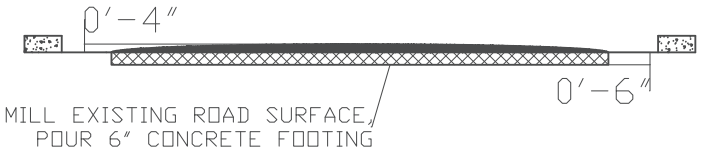
DRAWING TITLE

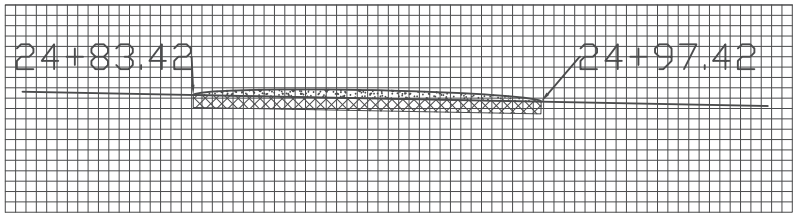
5606 / 5612
BELINDER

DRAWING NUMBER

2.4







0' 2.5' 5'
SCALE IN FEET

N

GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. SIGNAGE TO BE DETERMINED BY CITY OF FAIRWAY
3. SPEED HUMP SHALL BE CONSTRUCTED WITH KCMMB 4K CONCRETE MIX

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

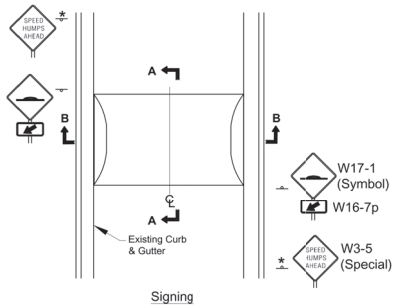
redcone
civil design group

DRAWING TITLE

5636 / 5640
BELINDER

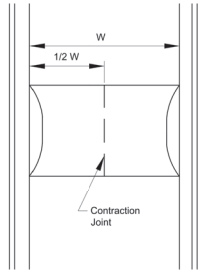
DRAWING NUMBER

2.5

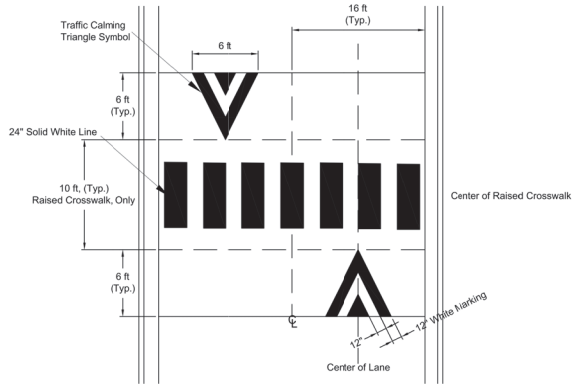


Signing

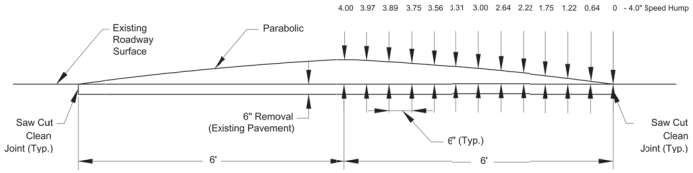
* Install advance warning signs as shown per plan



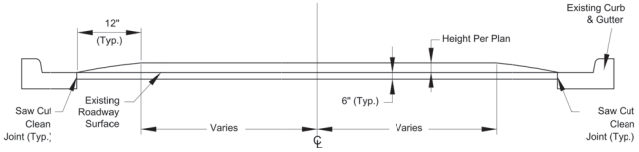
Jointing



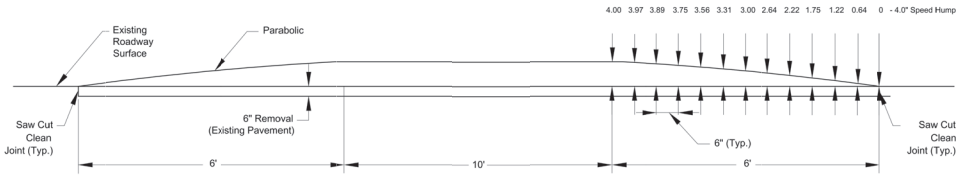
Pavement Marking



Section A-A (SPEED HUMP)



Section B-B



Section A-A (RAISED CROSSWALK)

Note: Speed Humps and Raised Crosswalks shall be constructed of KCMB 4K concrete mix.

NOT TO SCALE

LEE'S SUMMIT MISSOURI
PUBLIC WORKS ENGINEERING DIVISION | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

Project: LAKE RIDGE MEADOWS TRAFFIC CALMING
CITY OF LEE'S SUMMIT, JACKSON COUNTY, MO

Sheet Name: SPEED HUMP DETAIL

Drawn By: MRG
Checked By: MKP
Date: 05/10/2018
Proj. # 50432472-C1

7

GENERAL NOTES

LEGEND

BELINDER AVENUE TRAFFIC CALMING

OWNER

Fairway, KS THE CITY OF TREES
Department of Public Works

DESIGN TEAM

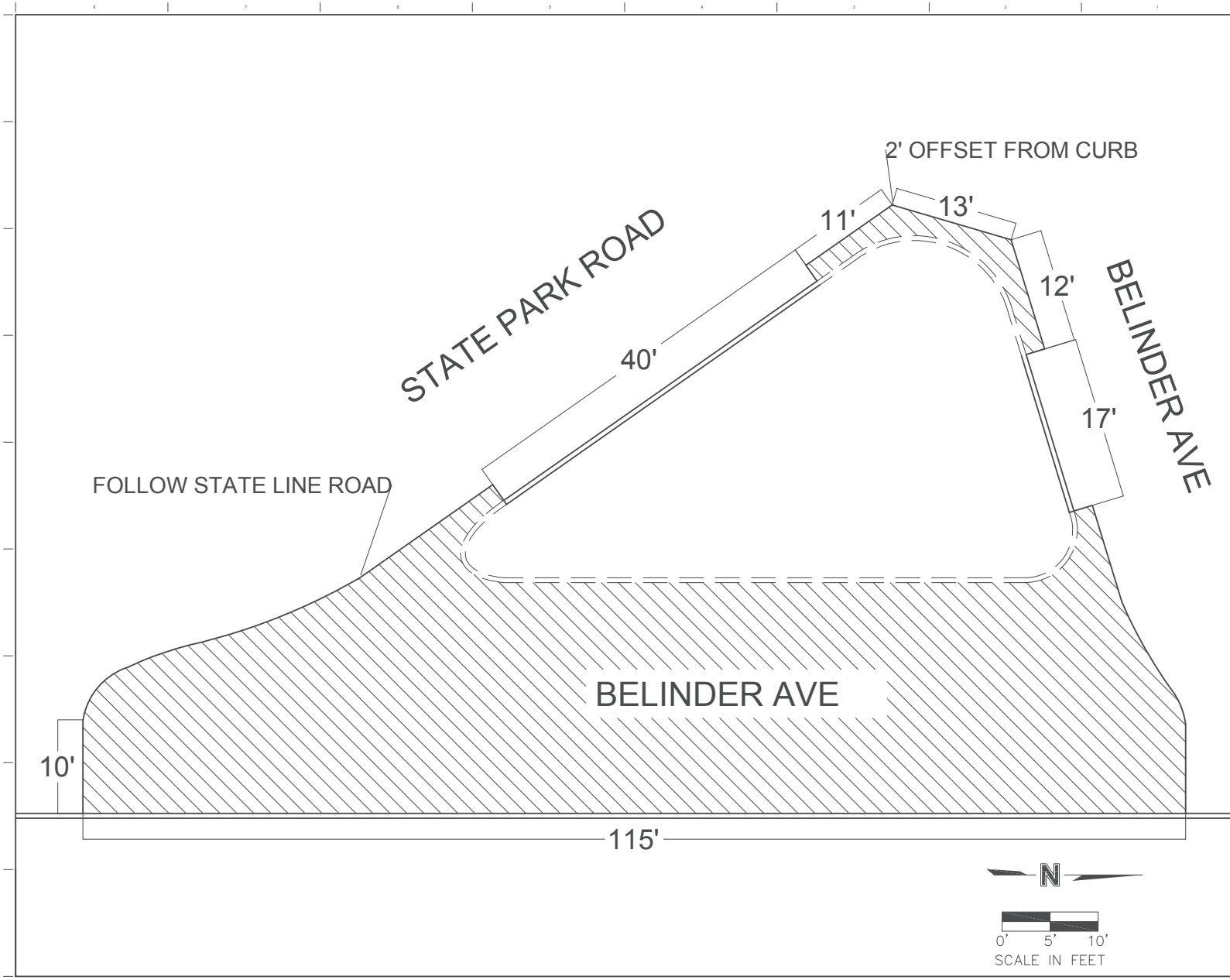
redcone civil design group

DRAWING TITLE

SPEED HUMP DETAIL

DRAWING NUMBER

2.6



GENERAL NOTES

1. CURRENT SIGNAGE IS TO BE REMOVED AND REPLACED IN NEW ISLAND

LEGEND

ASPHALT REMOVAL

OLD ISLAND CURB

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

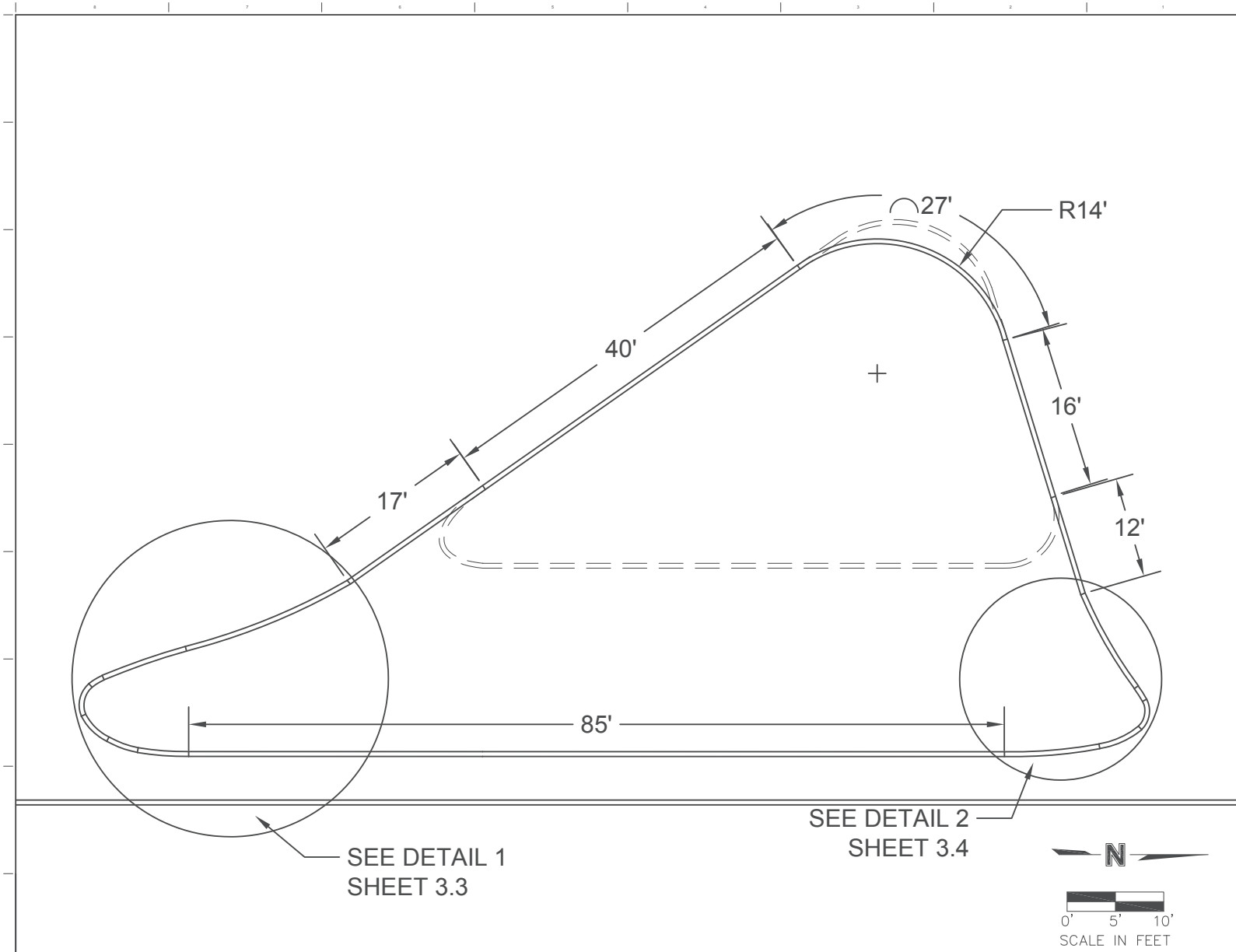
redcone
civil design group

DRAWING TITLE

ISLAND-DEMO

DRAWING NUMBER

3.0



GENERAL NOTES

1. CONTRACTOR WILL USE STANDARD CURB TYPE C-1

LEGEND

OLD ISLAND CURB

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

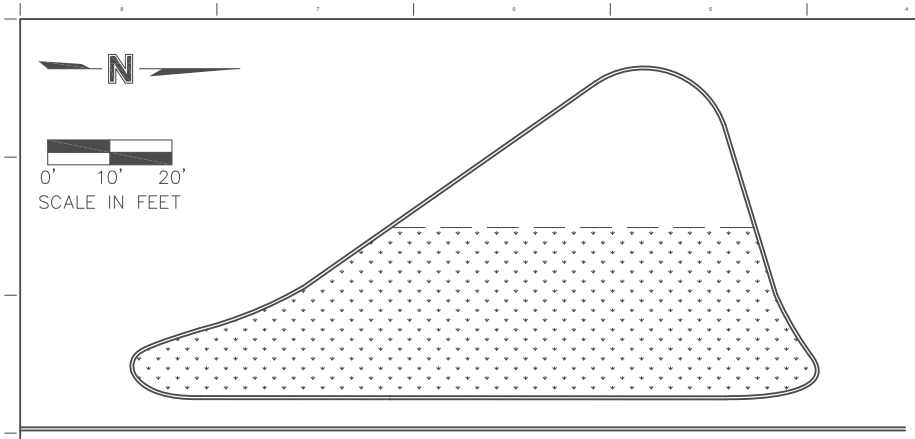
redcone
civil design group

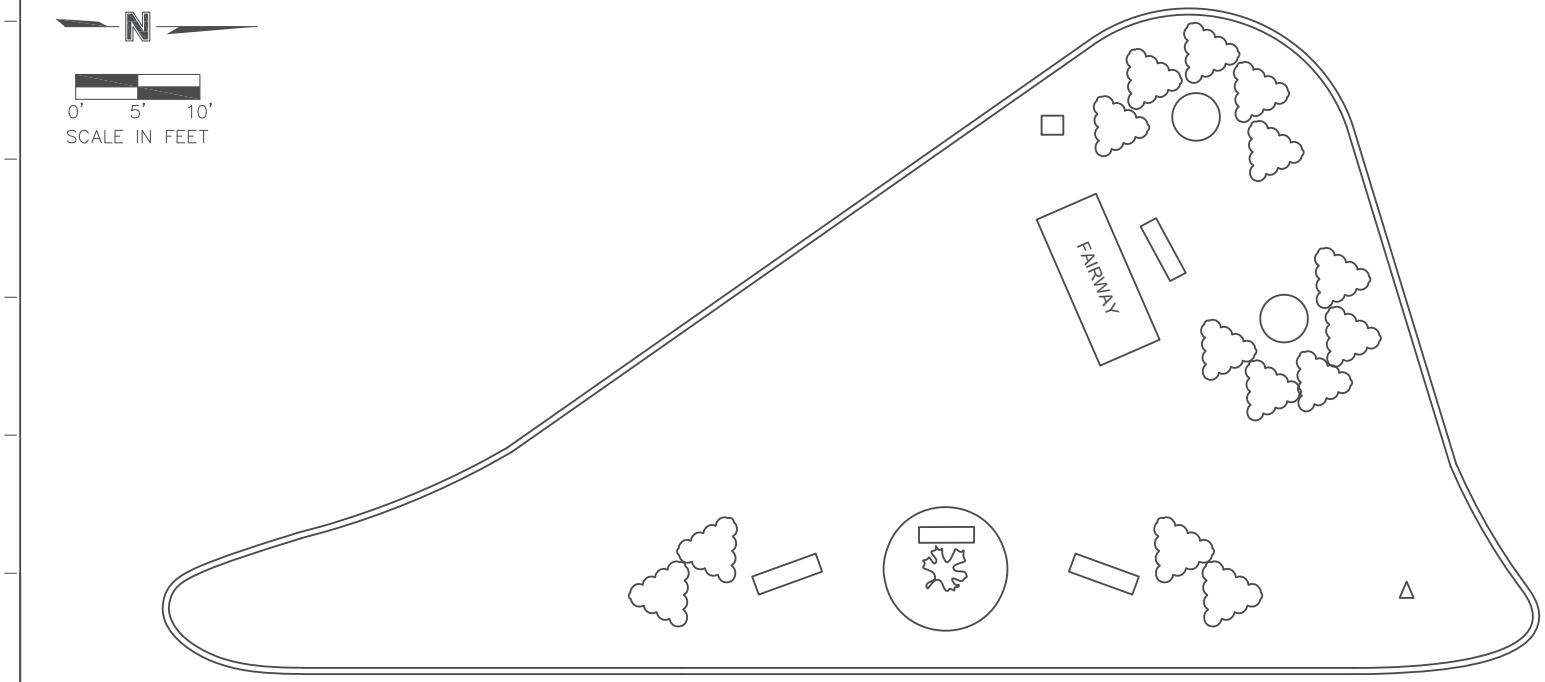
DRAWING TITLE

ISLAND-NEW

DRAWING NUMBER

3.1





GENERAL NOTES

LEGEND

- TRAFFIC SIGN
- BENCHES
- BOXWOOD BUSHES
- REDBUD TREE
- PET WASTE STATION
- STONE CIRCLE

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

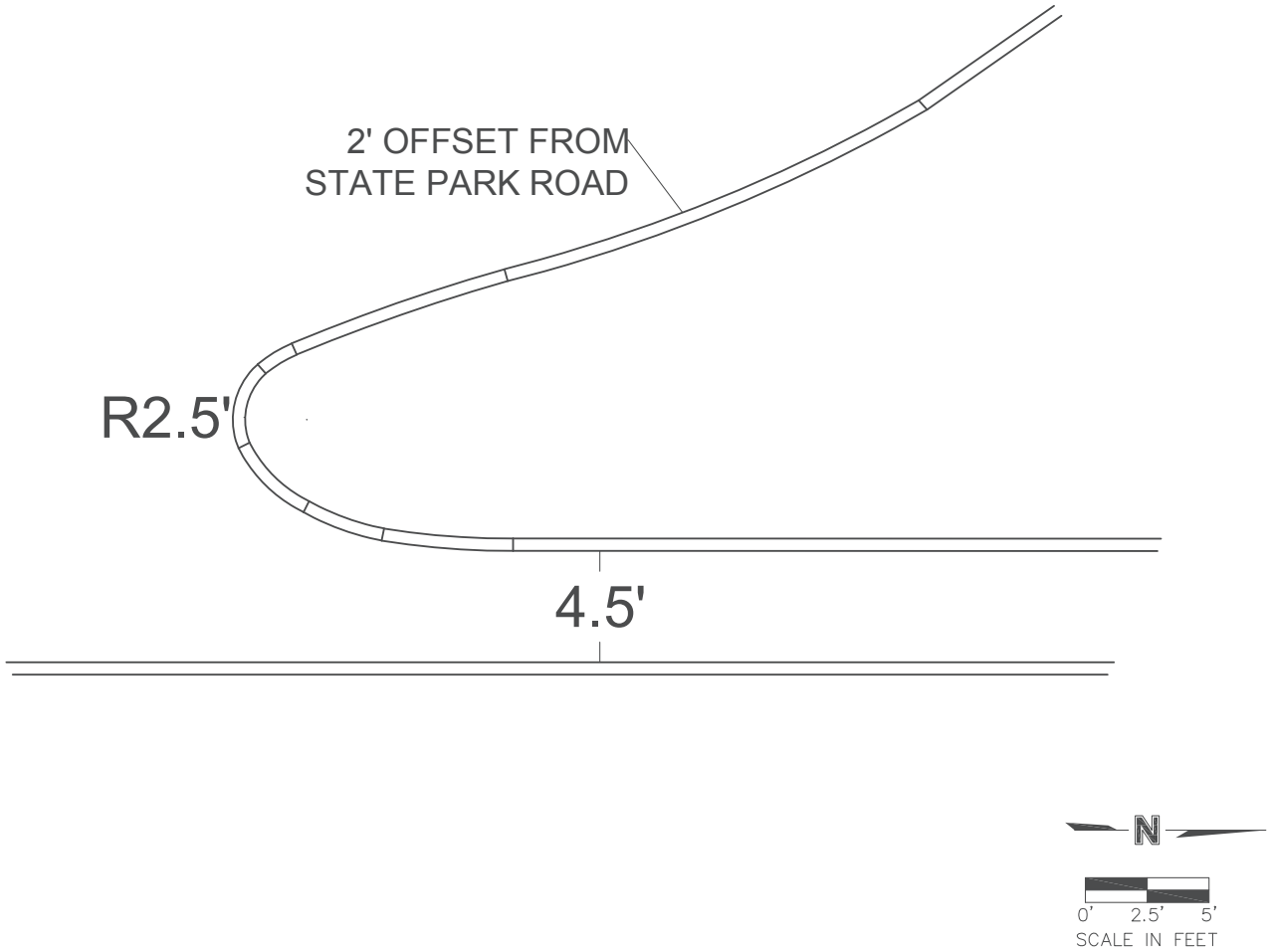
redcone
civil design group

DRAWING TITLE

ISLAND-LANDSCAPE

DRAWING NUMBER

3.2



GENERAL NOTES

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

redcone
civil design group

DRAWING TITLE

DETAIL 1

DRAWING NUMBER

3.3

GENERAL NOTES

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

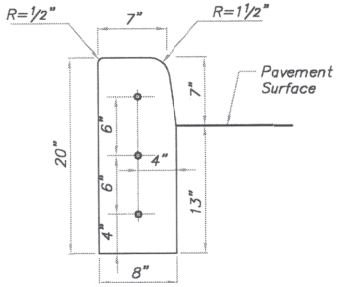
redcone
civil design group

DRAWING TITLE

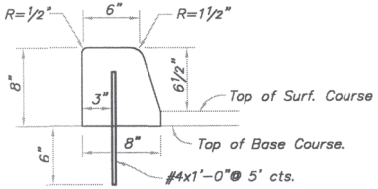
DETAIL 2

DRAWING NUMBER

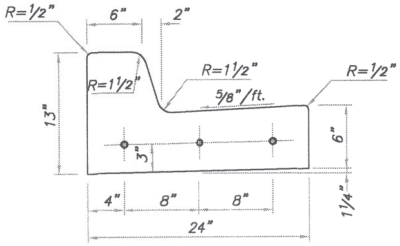
3.4



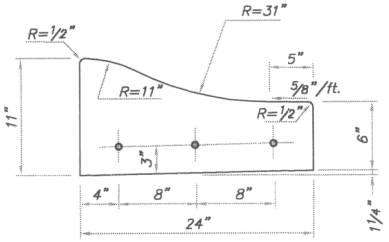
STRAIGHT CURB
(TYPE C-1)



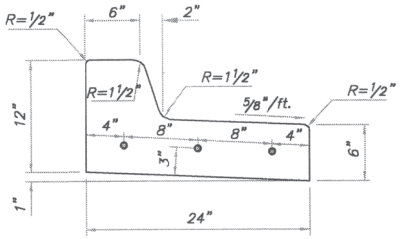
DOWELLED CURB
(TYPE DC)



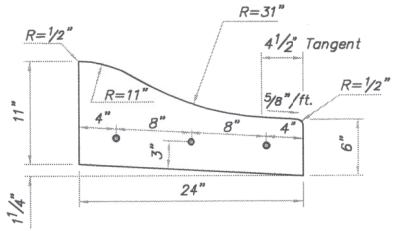
STRAIGHT BACK CURB & GUTTER
(TYPE CG-1)



ROLL BACK CURB & GUTTER
(TYPE CG-2)



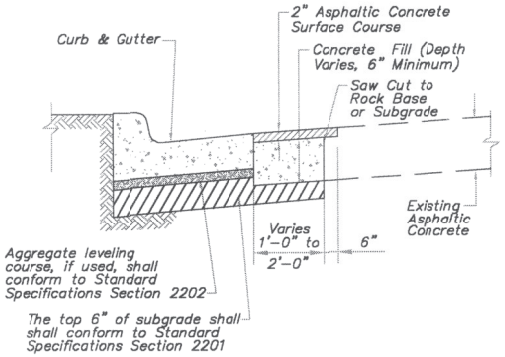
STRAIGHT BACK DRY CURB & GUTTER
(TYPE CG-1 DRY)



ROLL BACK DRY CURB & GUTTER
(TYPE CG-2 DRY)

GENERAL NOTES:

1. 3/4" Isolation Joints with 5/8" dia. x 2' smooth dowels shall be placed at radius points and at 150' intervals. These dowel bars shall be greased and wrapped on one end with expansion tubes.
2. 1" deep Contraction Joints shall be installed at approximately 10' intervals. These joints shall pass across the entire curb section.
3. Fix dowel bars with bar supports.
4. Depth of curb shall be a minimum of 8" through the handicap access ramp.
5. Concrete shall conform to Standard Specifications Section 2208.2.B.
6. Asphaltic concrete surface course shall conform to Standard Specifications Section 2205.2.



CURB REPLACEMENT DETAIL

AMERICAN PUBLIC WORKS ASSOCIATION
APWA
KANSAS CITY METROPOLITAN CHAPTER

CURB DETAILS

STANDARD DRAWING NUMBER C - 1
ADOPTED: MAY 23, 2001

BELINDER AVENUE TRAFFIC CALMING

OWNER

Fairway, KS THE CITY OF TREES
Department of Public Works

DESIGN TEAM

redcone civil design group

GENERAL NOTES

1. CONTRACTOR WILL USE STANDARD CURB TYPE C-1

LEGEND

DRAWING TITLE

CURB STANDARDS

DRAWING NUMBER

3.5

EXHIBIT D

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01060 REFERENCED STANDARDS

1. GENERAL.

Whenever references are made to standard specifications, methods of testing, materials codes, practices, and requirements it shall be understood that the latest revision of said references shall govern unless a specific revision is stated.

The following standard specifications are incorporated into the Contract:

A. Street Construction and Material Specifications, and Street Design Criteria prepared by the Kansas City Metropolitan Chapter of the American Public Works Association (APWA).

B. Standard Specifications for State Road and Bridge Constructions, prepared by the Kansas Department of Transportation (KDOT).

C. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) published by Federal Highway Department.

D. Other Standard Specifications where referred to in the technical specifications.

01270 MEASUREMENT AND PAYMENT

1. GENERAL

Payment for Work performed by the CONTRACTOR under these Contract Documents will be made in accordance with the General Conditions at the approved Contract Unit Price. Such payment shall compensate the CONTRACTOR for all labor, equipment, materials, tools, incidental expense, overhead and profit, and all Work and risk necessary to complete the project as indicated by the Contract Documents.

2. SUBSIDIARY ITEMS (Work items not listed on the Bid Form-Unit Prices)

Work required to complete the project as indicated by the Plans, Specifications, and Contract Documents, but which has no corresponding unit or lump sum price, shall be a subsidiary item, whether or not so indicated.

CONTRACTOR'S cost to complete subsidiary items shall be included as part of the Contract Unit Prices for other items.

3. MEASUREMENT

1. Plan Measure. Pay item quantities have been calculated from the dimensions indicated on the Plans. The quantities as listed on the Bid Form-Unit Prices shall be the final quantities, except where significant scope changes occur, in which case the quantity will be modified by a duly executed Change Order.

01400 QUALITY CONTROL

1. TESTING SERVICES. Testing services shall be provided in accordance with Article 10 of the Special Conditions. All tests to determine compliance with the Contract Documents shall be performed by an independent commercial testing firm acceptable to City Engineer. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped and fully qualified to perform the tests in accordance with the specified standards.

Testing services provided by the City are for the sole benefit of the City; however, test results shall be available to Contractor. Testing necessary to satisfy Contractor's internal quality control procedures shall be the sole responsibility of Contractor.

1.01. Testing Services Provided by Contractor. Unless otherwise specified, Contractor shall provide all testing services in connection with the following:

Concrete materials and design mixtures.

Masonry units and masonry grout and mortar materials and design mixtures.

Asphaltic concrete materials and design mixtures.

Embedment, fill, and backfill materials.

Moisture-density and relative density tests on embedment, fill, and backfill materials.

In-place field density tests on embedment, fills, and backfill.

All tests required by Johnson County Wastewater (JCW) in conjunction with all gravity and force main sewer work.

All other tests and engineering data required for City Engineer's review of materials and equipment proposed to be used in the Work.

Contractor shall obtain City Engineer's acceptance of the testing firm before having services performed, and shall pay all costs for these testing services.

1.02. Testing Services provided by the City. The City reserves the right to test the following materials and equipment:

Concrete.

Asphaltic concrete.

Other materials and equipment at the discretion of the City.

Testing, including sampling, will be performed by City Engineer or the testing firm's laboratory personnel, in the general manner indicated in the Specifications. City Engineer shall determine the exact time, location and number of tests, including samples.

Arrangements for delivery of samples and test specimens to the testing firm's laboratory will be made by the City. The testing firm's laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and shall furnish a written report of each test.

Contractor shall furnish all sample materials and cooperate in the testing activities, including sampling. Contractor shall interrupt the Work when necessary to allow testing, including sampling, to be performed. Contractor shall have no Claim for an increase in Contract Price or Contract Times due to such interruption. When testing activities, including sampling, are performed in the field by City Engineer or laboratory personnel, Contractor shall furnish personnel and facilities to assist in the activities.

1.03. Transmittal of Test Reports. Written reports of tests and engineering data furnished by Contractor for City Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The laboratory retained by the City will furnish four copies of a written report of each test. Two copies of each test report will be transmitted to the Inspector, one copy to City Engineer, and one copy to Contractor, within 3 days after each test is completed.

01700 EXECUTION REQUIREMENTS

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of the City-installed products.
5. Progress cleaning.
6. Protection of installed construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings,

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to the City Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to layout the Work, verify layout information shown on Drawings, in relation to the property survey and

existing benchmarks. If discrepancies are discovered, notify the City promptly.

B. General: Engage a land surveyor to layout the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and grades as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4, Check the location, level and plumb, of every major element as the Work progresses.
5. Notify the City when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and layout site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Grades: Locate and layout control lines and grades for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work.

E. Record Log: Maintain a log of layout control work.

3.4 FIELD ENGINEERING

A. Reference Points: Contractor shall locate existing permanent benchmarks, control points, and similar reference points before beginning the Work if required to complete construction activities. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of the City. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the City before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control paints.

B. Benchmarks: Establish and maintain benchmarks on Project site, referenced to data established by survey control points.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its Original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, contractor shall prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the City.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolls, and items with integral

anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CITY-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for the City construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by the City's construction forces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

01800 SELECTIVE DEMOLITION

GENERAL

1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.
4. Salvaging items for reuse by the City.

1.3 DEFINITIONS

A. Demolish: Completely remove and legally dispose of off-site.

B. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to the City. Include fasteners or brackets needed for reattachment elsewhere.

C. Remove: Detach Hems from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

D. Remove and Salvage: Detach items from existing construction and deliver them to the City.

E. Remove and Reinstall or Reset: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

F. Existing to Remain, Leave in Place, or Use in Place: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to the City that may be uncovered during demolition remain the property of the City.

1. Carefully salvage in a manner to prevent damage and promptly return to the City.

1.5 SUBMITTALS

A. Proposed Protection Measures: At preconstruction conference discuss the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control.

B. Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work.
2. Temporary interruption of utility services.
3. Shutoff and capping of utility services.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI Al0.S and NFPA 241.

C. Preconstruction Conference: Review methods and procedures related to building demolition.

1.7 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by the City as far as practical.

1. Before selective demolition, the City will remove the following items:

a. Trash receptacles.

B. Notify City Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. The City assumes no responsibility for buildings and structures to be demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by the City as far as practical.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by the City before start of the Work.
2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify City Engineer and the City. Hazardous materials will be removed by the City under a separate contract.

E. On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

A. Arrange demolition schedule so as not to interfere with the City's on-site operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

B. Review Project Record Documents of existing construction provided by the City. The City does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to City Engineer.

3.2 PREPARATION

A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

B. Existing Utilities: Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

C. Salvaged Items: Comply with the following:

1. Clean salvaged items of dirt and demolition debris.
2. Store items in a secure area until delivery to the City.
3. Transport items to storage area designated by the City.

4. Protect items from damage during transport and storage.

3.3 PROTECTION

A. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.

B. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 Section "Temporary Facilities and Controls".

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
4. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to demolition operations.

3.4 DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
2. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Protect items from damage during transport and storage.
2. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the

City, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

D. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

E. Explosives: Use of explosives is not permitted.

1.5 DEMOLITION BY MECHANICAL MEANS

A. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within footprint of new construction.

1. Remove below-grade construction, including basements, foundation walls, and footings, completely.

B. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

1. Piping: Disconnect piping at unions, flanges, valves, or fittings.
2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.7 SITE RESTORATION

A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from demolition operations according to backfill requirements in accordance with Section 2100 of the APWA Standard Specifications.

B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site. See Division 1 Section "Construction Waste Management" for recycling and disposal of demolition waste.

B. Remove demolition waste materials from Project site and legally dispose of them in an EPA approved landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Do not burn demolished materials.

3.10 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before demolition operations began.

01900 CONSTRUCTION WASTE MANAGEMENT

Materials of all description, which are to be removed from the site, shall be removed immediately once they are disturbed.

Stockpiled materials may be stored briefly on site for a period not to exceed 24 hours if the materials are needed for the current item of work, The materials shall be stockpiled within the project limits and in a manner and at a location which shall cause the least inconvenience to the public.

TECHNICAL SPECIFICATIONS

DIVISION 2 - SITEWORK

02001 MOBILIZATION

Payment will be made for "Mobilization" at the contract lump sum price as listed in the Bid Form in accordance with Section 801 of the Kansas Department of Transportation Standards Specifications.

02051 CONTRACTOR'S SURVEY

The Contractor shall be responsible to provide for all required surveys.

The Contractor will be required to preserve all comer stones or bars, monuments or other landmarks that he may find in prosecuting the work. He must notify the City Engineer of the finding of any landmarks, and shall not remove or disturb the same until permission is given to do so, when he shall properly remove and reset said landmarks under the direction of the City Engineer.

Payment will be made for "Contractor Construction Staking" at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete the item.

02110 CLEARING, GRUBBING, AND DEMOLITION

This work shall be done in accordance with Section 2100 of the APWA Standard Specifications.

Clearing, grubbing, and demolition shall be paid for at the contract lump sum price for "Removal of Improvements" as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete the item.

02115 2” MILL and OVERLAY

This work shall be performed in accordance with Section 2200 for asphalt surface course Type 3-01 and 2207 for cold milling of the APWA Standard Specifications. The asphalt smoothness shall be in accordance with section 2211 of the APWA Standard Specifications for residential collectors (10 ft. straight edge).

The contractor will coordinate the removal and hauling of milled material from the job site. Where the roadways are to remain open to traffic prior to overlay operations, the pavement will be broomed of loose material and temporary asphalt wedges provided so as to not leave abrupt drop-offs in the driving lanes.

This work shall be paid for at the contract unit price per square yard for "2" Mill and Overlay" as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete this item of work.

02440 UNTREATED COMPACTED AGGREGATE

This work shall be done in accordance with Section 2202 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to section 1104 of the Standard Specifications for State Road and Bridge Construction prepared by the Kansas Department of Transportation.

No separate measurement or payment shall be made for untreated compacted aggregate.

02513 BASE PAVEMENT REPAIR

Full depth asphalt pavement repair work shall be in conformance with Section 2200 of the APWA Standard Specifications for asphalt base course Type 1-01.

The asphalt base shall be constructed to the thicknesses specified on the plan sheets at the locations identified by the City Engineer after milling operations prior to overlay. As part of base repair if wet or unsuitable subgrade material is encountered it shall replaced with untreated aggregate material and compacted prior to placing base asphalt .

Payment will be made at the contract unit price per square yard for "Base Pavement Repair" as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete this item of work.

02515 PORTLAND CEMENT CONCRETE PAVING

Roadways shall be constructed in accordance with section 2200 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to the Kansas City Metro Materials Board Specifications. All concrete shall be KCMMB4K. Copies can be obtained at:

http://www.kcmmb.org/Specstspecs.asp

The concrete smoothness shall be in accordance with section 2211 of the APWA Standard Specifications for residential collectors (10 ft. straightedge).

Payment shall be made at the contract unit price per square foot for "6" Concrete Driveway” as listed in the Bid Form. Such payment shall constitute full compensation for all labor, materials, and equipment necessary to complete the item.

2516 ASPHALTIC CONCRETE PAVING

This work shall be performed in accordance with Section 2200 for asphalt surface course Type 3-01 and Type 1-01 for asphalt base course of the APWA Standard Specifications.
The asphalt smoothness shall be in accordance with section 2211 of the APWA Standard Specifications for residential collectors (10 ft. straight edge).

This work shall be paid for at the contract unit price per square yard for "6” Asphalt Driveway” as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete this item of work

02528 CURB AND GUTTER

Curb and gutter shall be constructed in accordance with Section 2209 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to the Kansas City Metro Materials Board Specifications. All concrete shall be KCMMB4K. Copies can be obtained at:

http://www.kcmmb.orglSpecs/specs.asp

Payment will be made at the contract unit price per linear foot for "Concrete Curb and Gutter (CG-1)" as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

02529 CONCRETE SIDEWALK

Concrete sidewalk shall be constructed in accordance with Section 2301 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to the Kansas City Metro Materials Board Specifications. All concrete shall be KCMMB4K. Copies can be obtained at:

http://www.kcmmb.orngpecs/specs.asp

Payment will be made at the contract unit price per square foot for "Concrete Sidewalk (4”)" as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

02549 MATERIALS TESTING

Asphalt Pavement shall be tested by personnel/testing lab approved by the City, for review by the City. **Two sets of tests** shall be performed for this project.

During production the plant shall have the following tests performed by an approved laboratory: AC content, extracted gradation, Marshall density, stability, voids, vma, vfa and max theoretical density.

Job site Mixture shall be sampled in accordance with ASTM D 979 and tested in accordance with AASHTO T 245. The mixtures will be tested for binder content in accordance with ASTM D 2172 or D 6307. The recovered aggregate will be sieved in accordance with ASTM D 5444.

Concrete Pavement shall be tested by ACI personnel/testing lab approved by the City, for review by the City. **Two sets of tests** shall be performed for this project. The City Engineer shall determine the exact time and location of the testing. The following procedures listed below will be performed for each concrete test.

Kansas Department of Transportation Specifications test methods.

KT-21 for slump
KT-18, KT-19 or KT-20 for air content
KT -22 cylinders (3 cylinders per test)
KT-20 for mass/yield

Additional testing required as indicated in sections 2200 and 2300 of the APWA Standard Specifications shall be considered subsidiary to the items for which they are used.

Payment will be made at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete these items of work.

02550 TRAFFIC CONTROL

Traffic control shall be in accordance with Section 2305 of the APWA Standard Specifications.

The Contractor shall provide proper signing and protective devices prior to beginning any construction activity and shall patrol the work areas as frequently as needed during each day and at the end of each working day. All traffic cones, signs, barricades, drums, and other devices shall be immediately and properly reset if they are accidentally moved.

All streets adjacent to the project will be open to traffic during the duration of construction. Access and egress from properties adjacent to the project shall be maintained at all times. All traffic control shall conform to the MUTCD.
Payment will be made for “Traffic Control" at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for furnishing, erecting, moving, maintaining, and removing all traffic control devices as proposed by the Contractor and approved by the City Engineer.

02580 SODDING

Sodding shall be in accordance with Section 2402 of the APWA Standard Specifications.

Payment will be made for “Surface Restoration" at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

02700 PERMANENT PAVEMENT MARKINGS

Cold plastic pavement marking shall be applied in accordance with KDOT Standard Specification Section 806 for durable pavement marking material conforming to Section 2207. The pavement surface shall be prepared according to manufacturer's recommendations for the material used.

Payment will be made for “Pavement Marking" at the contract unit price per linear foot for the pavement marking items as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

EXHIBIT E

CONTRACTOR'S AFFIDAVIT ACKNOWLEDGING
FEDERAL LOBBYING ACTIVITIES AND
CONFLICT OF INTEREST PROHIBITION

1. 31 U.S.C.S. Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

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

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

The undersigned has read the foregoing and swears under penalty of perjury that the statements above are true and correct to the best of his information and belief.

_____
(signature)

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

EXHIBIT F

Kansas Department of Revenue
Tax Policy Group
915 SW Harrison St.
Topeka, KS 66612-1588

Telephone: 785-296-3081
FAX: 785-296-7928

STATE OF KANSAS
PROJECT COMPLETION CERTIFICATION

TO:_____

Name of Entity to whom Project Exemption Certificate was Issued

_____

Street Address City State Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under Exemption Certificate Number

_____ , issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(d),
(e) or (cc), as amended.

_____

Contractor / Subcontractor

_____

P.O. Box and/or Street Number and Name

_____

Street Address City State Zip Code

_____ _____

Signature and Title of Authorized Representative Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the taxpayer for which the work was performed. A copy of this certification must also be forwarded to the address shown at the top of this form. All invoices must be retained by the contractor for a period of five years and are subject to audit by the Kansas Department of Revenue.

EXHIBIT G

CONTRACTOR'S AFFIDAVIT OF COMPLAINCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

1. The Contractor hereby swears and certifies that:

   (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, disability, national origin, ancestry or age;

   (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 Kansas Human Rights Commission (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 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

   (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; and

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

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

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

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

2. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

_____
(signature)

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

EXHIBIT H

INSURANCE REQUIREMENTS

1. Contractor/Designer agrees to procure and carry, at its sole cost, until completion of this Agreement and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 Owner reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification,** must be received by Owner prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor/Designer shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Owner.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor/Designer, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice **("endeavor to notify" language is not acceptable)** to Owner and other required additional insureds, and Contractor/Designer shall submit to Owner, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor/Designer shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Agreement covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of $1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor/Designer shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers'

Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than $500,000.00 per occurrence and $1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor/Designer.

2.7 Commercial General Liability Insurance. Contractor/Designer shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of Owner's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Agreement, including personal injury, death and property damage. Each Project shall maintain minimum limits of $2,000,000.00 per occurrence and $2,000,000.00 aggregate.

2.8 Excess Liability. Contractor/Designer shall maintain Excess Liability coverage on an umbrella form with minimum limits of $2,000,000.00 per occurrence and $2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Owner and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. Owner and any other person or entity required by the Agreement, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor/Designer's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations; provided that, the maximum and minimum coverage limit shall be $500,000.00 per occurrence. Contractor/Designer shall use I SO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 10/01), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTORY. Contractor/Designer further agrees to indemnify Owner, if by providing coverage in excess of the 500,000.00, the Contractor/Designer causes the Owner to suffer a loss through a waiver of the Kansas Torts Claim cap on immunity.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor/Designer's liability with respect to its performance of the Agreement.

4. Subcontractors' Insurance. Contractor/Designer shall require all those subcontractors providing equipment, materials or services directly to Contractor/Designer in connection with this Agreement to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor/Designer shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide Owner with such certificates and endorsements. Contractor/Designer shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor/Designer shall have obtained in writing from Owner a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor/Designer shall protect, defend and save Owner harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Agreement selected by Contractor/Designer, and further agrees to pay all loss and expense incurred by Owner by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Agreement is entered with a Contractor, and any design or other professional services are included in the Agreement, Contractor/Designer shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Agreement. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

6.1. If the Agreement is entered with a Designer, Designer shall provide coverage at least as favorable to Owner as that specified in paragraph 6, above.

6.2 With respect to any Professional Liability insurance, Contractor/Designer agrees as follows:

.1 upon receipt of notice of any claim in connection with the Agreement, to promptly notify Owner, providing full details thereof, including an estimate of the amount of loss or liability.

.2 promptly notify Owner of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Agreement.

.3 In the event that Owner shall determine that the Contractor/Designer's aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor/Designer shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to Owner.

EXHIBIT I

BILL OF SALE

SELLER: _____
_____
_____

In consideration of payments made by _____ ("Buyer") referenced in the agreement dated _____, 20____, receipt of which is hereby acknowledged, Seller declares and certifies that it now possesses, and does hereby grant, sell, transfer and deliver to Buyer all right, title and interest in the following goods:

Buyer to have all right and title to the goods in himself and his executors, administrators and assigns forever and Seller, on behalf of itself, its successors and assigns, will warrant and defend the title to said goods and chattels hereby sold unto Buyer, its successors and assigns, forever, against the lawful claims and demands of all persons. It is expressly understood and agreed that the acceptance of the goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty or any other cause under the agreement referenced above or at law.

IN WITNESS WHEREOF, Seller has executed this Agreement the ____ day of _____, 20____.

Seller: _____

By: _____

Title: _____

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

_____
Notary Public in and for said County and State

My commission expires:

_____

EXHIBIT J

BAILMENT AGREEMENT

BAILOR:

_____
_____
_____

BAILEE: Contractor/Subcontractor/ Supplier

_____
_____
_____

LOCATION OF STORAGE:

The goods and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Contractor/Subcontractor/Supplier, and Owner, for Work to be performed at
_____
_____
_____. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

1. To keep said goods and materials at the above mentioned address, separate and apart from all other goods and identified as subject to this bailment,

2. To keep said goods and materials fully insured against all risk of physical loss or damage,

3. To keep said goods protected from the weather, commingling, vandalism and/or diversion from said Project, and

4. To deliver said goods and materials to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor and no other. The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien upon, said goods and materials.

QUANTITY	DESCRIPTION OF ITEM

Receipted and Acknowledged:

Contractor/Supplier (Bailee)

Dated:_____

By:_____
Authorized Signature

EXHIBIT K

CONDITIONAL PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: $_____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:
_____
_____
_____
_____
_____
_____

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:
_____
_____

_____
_____
_____
_____

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of $_____, the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract, through the date of last work covered by the payment application stated above. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR:_____

By:_____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

EXHIBIT L

CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property":_____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: $_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:
_____
_____
_____

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned , contingent upon the issuance, final clearance and payment of $_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR:_____
_____

By:_____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

CITY OF FAIRWAY, KANSAS

AGREEMENT BETWEEN CITY OF FAIRWAY
AND CONTRACTOR
FOR
Speed Hump Placement on Belinder Rd.

CITY OF FAIRWAY PROJECT NO. 2020-A

This agreement is made and entered into this 14th day of September 2020, by and between the City of Fairway, Kansas, (hereinafter the "City") and

Superior Bowen. (hereinafter the "Contractor").

WITNESSETH:

NOW, THEREFORE, in consideration of the donation by the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its successors and assigns, as follows:

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

Speed Hump placements on Belinder Rd.

all in accordance with the Contract Documents, on file with the City Clerk of Fairway, Kansas, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The Contractor will donate for the performance of the work embraced in this Contract, and the City will accept the donation estimated to be worth an estimated FOURTY FIVE THOUSAND DOLLARS ($45,000) for all work covered by and included in the Contract award and designated in the foregoing Article I.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed ~~and will complete all work by this Contract in 21 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of $400.00 per day for each and every calendar day the work remains incomplete over the specified completion time~~.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured Endorsement, ~~the fully executed Performance and Statutory Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor~~.

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

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Form of Performance Bond
Exhibit B-2	Form of Statutory Payment Bond
Exhibit C	List of Plans by date including all addenda thereto
Exhibit D	Technical Specifications
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	State of Kansas Project Completion Certification (Form PR-77)
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Insurance Requirements
Exhibit I	Form of Bill of Sale
Exhibit J	Form of Bailment Agreement
Exhibit K	Form of Conditional Partial Waiver of Lien and Release of Claims
Exhibit L	Form of Conditional Final Waiver of Lien and Release of Claims

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

CITY OF FAIRWAY, KANSAS

_____
By: Melanie Hepperly
Title: Mayor

ATTEST:

_____
Kim Young - City Clerk

APPROVED AS TO FORM:

_____
Richard Cook - City Attorney

_____
Superior Bowen - Contractor

By: _____

(SEAL) Title: _____

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

EXHIBIT A

GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.

2. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Agreement as **Exhibits B-1 and B-2.**

3. "Change Order" is a written order issued after the Agreement is executed by which the City, the City Engineer and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.

4. "City" shall mean the City of Fairway, Kansas.

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

6. The "Contract Documents" consist of (1) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may by furnished by the Engineer which the City Engineer deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

7. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.

8. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Agreement.

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

10. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.

11. "Final Acceptance" shall mean the date when the City Engineer accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.

12. "Inspector" shall mean the person or firm authorized in writing by the City Engineer or the City to perform inspections of the Work as provided in the Contract Documents.

13. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the City Engineer, and written orders for minor changes in the Work issued by the City Engineer.

14. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.

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

16. "Plans" shall mean and include all drawings which may have been or may be furnished by the City to Contractor for use in performing the Work. The Plans, including all addenda thereto, are more specifically identified on **Exhibit C.**

17. "Shop Drawings" shall mean all drawings, diagrams, illustrations, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.

18. " Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. The Specifications, including all addenda thereto, are more specifically identified on **Exhibit D.**

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

20. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.

21. “Substantial Completion” shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.

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

23. The "Work" shall mean the everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product.

24. "Work Directive" shall mean a written order from the City Engineer to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.

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

3. The Contractor shall keep the City Engineer informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Engineer and the Contractor.

4. Any Work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.

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

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

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

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

9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import , unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.

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

11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:

    a. Modifications to the Agreement
    b. The Agreement
    c. Special Conditions
    d. General Conditions
    e. Plans
    f. Specifications

12. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

13. The Contract may not be amended or modified except by a modification as hereinabove defined.

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

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the City Engineer in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the City Engineer's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

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

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

3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings.

4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

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

2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures,

and for safety precautions and programs in connection with the Work. Neither the City nor the City Engineer shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

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

4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Agreement as **Exhibit E,** confirming its compliance with the prohibition against federal lobbying and conflicts of interest.

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

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

6. The approval by the City Engineer of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account the of failure or inefficiency of

any plan or method so approved. Such approval shall be considered and shall mean that the City Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

7. It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. Two copies of the State of Kansas Project Completion Certificate (Form PR-77 – **Exhibit F** hereto) will be furnished to the City by the Kansas Department of Revenue upon issuance of a tax exemption number, which will be forwarded to Contractor. must be signed and returned to the City upon completion of the Protect.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.

2. Unless otherwise provided in the Contract Documents,

   (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

   (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

   (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.

3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE CITY ENGINEER

The City Engineer is authorized to observe and inspect all Work included herein. Anything in the Contract Documents to the contrary notwithstanding, the City Engineer shall in all cases

(a) determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;

(b) rule on all questions relating to the plans and specifications for the Project;

(c) issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which City Engineer may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The City Engineer's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the City Engineer as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

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

2. Contractor shall furnish the City Engineer with the superintendent's cellphone and pager numbers and email address and assure that the superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.

3. No Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the City Engineer, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.

4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.

5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the City Engineer so directs, Contractor shall promptly remove any employee determined by the City Engineer to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.

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

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

4. Contractor shall be specifically responsible to assure that all employees are eligible for employment, and shall comply with the Immigration Reform Control Act of 1986, as amended, 8 U. S. C. §1324(e), relating to employment of aliens.

5. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Agreement as **Exhibit G** relating to equal employment opportunity and non-discrimination.

6. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job

site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

1. The Contractor shall, within the time set forth in the Notice to Proceed, or if no time is stated, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period contractually specified, subject to any extensions of such time made as hereinafter provided. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

2. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the City Engineer’s information before submission of Contractor's first request for payment, a Contractor’s construction schedule for the Work. If the City Engineer so requests, the Contractor shall submit the schedule in an electronic format such as Primavera or other commonly utilized software program. The schedule shall not exceed time limits current under the Contract Documents; shall be revised at appropriate intervals as required by the conditions of the Work and Project; shall be related to the entire Project to the extent required by the Contract Documents; shall be coordinated with applicable Subcontractors; and shall provide for expeditious and practicable execution of the Work. Schedules of subcontractors will also be available for inspection. The Work will be performed in accordance with the most current Schedule.

3. The Contractor shall be responsible for revisions to schedules of and coordinating same with its Subcontractors and will resolve conflicts among their schedules.

4. Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City Engineer; such permission, however, may be revoked at any time by the City Engineer. Otherwise, no Work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City Engineer 48 hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency jeopardizing persons or property.

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

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Agreement for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.

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

3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjusted the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions.

GC-13. INSPECTION OF WORK

1. The City, the City Engineer, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the City Engineer timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection,

testing or approval if the inspection, testing or approval is by an authority other than City Engineer.

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

4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.

5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the City Engineer before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.

6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility

for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted by the City upon recommendation by the City Engineer. No such adjustment will be made unless the Contractor brings the matter to the City Engineer's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.

2. Discovered Artifacts**.** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the City Engineer. Upon receipt of such notice, the City Engineer shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the City Engineer but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule and shall submit the schedule(s) for the City Engineer's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the City Engineer time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the City Engineer in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the City

Engineer, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings.

3. The City Engineer shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the City Engineer to reject a submittal shall not operate as acceptance or relieve Contractor of responsibility for compliance with the Contract Documents.

4. Once the Submittal is in a form acceptable to the City Engineer, the Contractor shall furnish a total of not less than five (5) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the City Engineer, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the City Engineer.

5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the City Engineer of drawings or other items submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this

paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.

3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.

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

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

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

   (a) Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.

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

2. After this Contract has become effective, the City Engineer will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:

   (a) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

   (b) Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and

   (c) Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.

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

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

GC-18. PERMITS AND NOTICES

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

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

GC-19. USE OF PREMISES

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

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

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

4. A laydown area or staging area will be provided at the site and shall be chosen by City Engineer. Contractor will furnish its own weather protection for materials, equipment and work in progress if required.

5. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

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

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

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

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

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

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.

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

9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or along side public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

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

2. Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City Engineer by Contractor. In the

absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.

3. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, the following items:

   (a) Personal protective equipment;
   (b) First aid-personnel and facilities;
   (c) Arrangements for medical attention;
   (d) Sanitary facilities;
   (e) Fire protection;
   (f) Signs, signals, and barricades;
   (g) Security regulations;
   (h) Safety inspections;
   (i) Reporting forms and procedures;
   (j) Material handling and storage;
   (k) Lines of communication;
   (l) Determination of potential hazards;
   (m) Personnel safety meetings and education;
   (n) Access to work areas;
   (o) Subcontractors involvement in the program;
   (p) Inspections and corrective action.

   Contractor shall furnish a copy of its safety plan to the City Engineer for review, but Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.

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

5. Whenever, in the opinion of the City Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City Engineer, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places

as the City Engineer may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for any damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.

2. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing

the condition, immediately stop Work in the affected area and report the condition to the City Engineer in writing.

3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.

5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

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

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

3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.

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

GC-25. CLEANING UP

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

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. During the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the City Engineer, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the City Engineer, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by City Engineer, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.

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

3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by City Engineer for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.

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

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

GC-27. SEPARATE CONTRACTS

1. City reserves the right to perform with its own forces or let other contracts in connection with the Project. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of work by City or others and shall properly connect and coordinate its Work with the work of City or others.

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

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

4. The Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or

negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and contractors or between the Contractor and the workers of the City, or any other entity in regard to their work, shall be adjusted and determined by the City Engineer. If the Work of the Contractor is delayed or damaged because of any acts or missions of any other contractor or contractors, the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

5. When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the City Engineer shall decide which contractor shall cease work and which shall continue, whether the work on both contracts shall progress at the same time, and in what manner the work is to proceed. Similarly, when the work site of one contract is the necessary or convenient means of access for the transportation or movement of workers, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City Engineer to the contractor so desiring to the extent which may be reasonably necessary.

GC- 28 INSURANCE

The Contractor shall furnish insurance as described in **Exhibit H** to the Agreement. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-29. SURETY BONDS

1. Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Statutory or Labor and Material Payment Bond in the full amount of the Contract Price on the forms attached to the Agreement as **Exhibits B-1 and B-2.** The Bonds shall be provided by corporate sureties admitted in the State of Kansas, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.

2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any

failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.

GC-30. DELAYS AND EXTENSION OF TIME

1. If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City, or direction of the City Engineer to delay or suspend Work, or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractors or suppliers, negligent or otherwise, then the Contract Time and the Contract Price may be extended and/or adjusted for such reasonable time and amount as the City Engineer shall decide, provided, that the Contractor would not have been delayed by a cause not attributable to the City or a separate contractor.

2. If adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

3. If the parties are unable to agree upon an appropriate Extension of Time, the Contractor shall assert a Claim in accordance with applicable provisions of this Contract's Disputes section.

4. If the Contractor is not entitled to an Extension of Time, the Owner shall be entitled to recover its actual costs, or liquidated damages as stated in the Agreement, attributable to the delay by the Contractor.

5. No request for an extension of time shall be made for delay unless Contractor provides written notice to City Engineer of such delay, the reasons therefor and the expected length of delay within two business days of the commencement of such delay, in order to afford the City the maximum opportunity to take such action as it deems appropriate to minimize the delay or the consequences thereof. In the case of continuing cause of delay, only one written notice is necessary.

GC-31. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the City Engineer and signed by the City and the Contractor. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner

as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. Quantity Variations. Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the City Engineer. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the City Engineer equitably adjust the unit price. The City Engineer shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the City Engineer in the same manner as all other payments under the Contract.

3. Minor Changes. City Engineer may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.

4. Work Directives. From time to time the City Engineer may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the City Engineer shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.

   The City Engineer shall either:

   (a) make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or

   (b) direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or

(c) If the City Engineer has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the City Engineer direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.

(d) Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.

(e) If the City Engineer determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.

(i) Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:

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

(2) All materials and supplies;

(3) Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eight-five percent (85%) of the local standard rental rate for similar items;

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

(5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums for insurance, where the premiums therefor are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;

(6) Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.

(ii) Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:

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

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

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

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

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

The City Engineer may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work

5. If either party wishes to take exception to the City Engineer's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the City Engineer, with a copy of such notice to the other party, within seven (7) days of receipt of the City Engineer's decision. Failure to give such notice shall constitute acceptance of the City Engineer's decision.

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

GC-32. INDEMNITY

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

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

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

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

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

   Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments,

decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

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

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

GC-33. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-34. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.

2. Contractor shall not subcontract more than fifty percent (50%) of the Work.

3. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor

the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

5. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that

   (a) assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

   (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

   (c) When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

   (d) Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

   (e) Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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

GC-35. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the City Engineer or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.

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

3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City Engineer to do so, unless the City Engineer has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the City Engineer fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City Engineer, the City may correct it in accordance with the provisions of this Contract.

4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-36. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis

for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Engineer as to such matter or other action on which the dispute is based. A decision of the City Engineer (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any legal action.

GC-37. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

1. Suspension of Work by the City . The City Engineer may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.

2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:

   (a) the Work to be done under this Contract shall be abandoned by the Contractor; or

   (b) this Contract shall be assigned by Contractor otherwise than as herein provided; or

   (c). at any time the City Engineer shall certify in writing to the City that:

      (i) the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;

      (ii) that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;

      (iii) that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or

(iv) if the Contractor defaults in any material manner in its performance of the Contract; or

(d) a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;

then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.

4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

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

the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

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

GC-38. PROGRESS PAYMENTS

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

2. Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the City Engineer during the preceding month, calculated in proportion to the Contract price, but to ensure the proper performance of the Contract, five percent (5%) of the amount of each estimate will be retained, although the City reserves the right to increase retainage to ten percent (10%) if it determines, in its sole opinion, that the higher rate is required to ensure performance of the Contract. Such retainage will be paid thirty (30) days after Substantial Completion of all work covered by the Contract unless the City is otherwise allowed by law to continue to retain said funds.

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

4. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City.

This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the City Engineer, all calculated in proportion to the Contract Price.

5. In general, no payment will be made in estimates for materials delivered on the site and not incorporated in the Work unless approved by the City Engineer as being in the best interests of the City, and title to such materials is transferred to the City by Bill of Sale on the form attached to the Agreement as **Exhibit I.** Payment shall not be permitted for materials not delivered to the site except as approved by the City Engineer as being in the best interests of the City, and the City has received both a fully executed Bill of Sale and a satisfactory Bailment Agreement on the form attached to the Agreement as **Exhibit J.**

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

7. The City shall require the Contractor to submit with its payment applications completed and notarized Partial Release of Lien and Waiver of Claim form from itself, and all Subcontractors and vendors with contract values of $1,000 or more on the form attached to the Agreement at **Exhibit K.** Contractor's failure to furnish said lien waivers shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such documentation create any obligation on City's part to verify accuracy.

8. The Contractor has bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work.

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

GC-39 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare

and submit to the City Engineer a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

2. Upon receipt of the Punch List, the City Engineer and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the City Engineer. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.

3. When the Work or designated portion thereof is substantially complete, the City Engineer will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The City Engineer shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-40. PARTIAL OCCUPANCY OR USE

1. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, liquidated damages (if any), security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor

shall prepare and submit a list to the City Engineer as provided above. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

2. Immediately prior to such partial occupancy or use, the City Engineer and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

3. In the event the City chooses to accept partial utilization of the Work, the amount of liquidated damages shall be equitable adjusted to reflect the relative value and potential damages associated with late completion of the remaining Work.

4. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

GC-41 FINAL COMPLETION AND FINAL PAYMENT

1. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer and/or Inspector will promptly make such inspection to determine if the Work is acceptable under the Contract Documents and the Contract fully performed. Before final acceptance, all installed and constructed equipment, devices and other Work which is to be tested under the Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed Work required under this Contract shall be made under the direction of the City Engineer. Upon agreement that the Work is complete, final payment of all remaining sums due to Contractor shall be made within fifteen days of compliance by Contractor with all requirements.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City Engineer:

   (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work (less amounts withheld by the City) have been paid or otherwise satisfied,

   (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City,

   (c) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

(d) consent of surety to final payment,

(e) final Waivers of Lien and Release of Claims from Contractor and all Subcontractors and Vendors with a contract value of $1,000 or more on the form attached hereto as **Exhibit L**,

(f) a current copy of the site plan on which Contractor shall show by dimensioning all underground utilities, above ground utilities, sewer clean-outs, yard hydrants, water meter, gas meter, electric meter and phone lines, and, if required by the City, other data establishing payment or satisfaction of obligations, to the extent and in such form as may be designated by the City, and

(g) receipt by the City of two State of Kansas Project Completion Certification (Form PR-77) on the forms attached to the Agreement as **Exhibit F** from the Contractor.

3. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the City shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4. The making of final payment shall constitute a waiver of Claims by the City except those arising from:

(a) liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

(b) failure of the Work to comply with the requirements of the Contract Documents; or

(c) terms of special warranties required by the Contract Documents.

5. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver and release of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Any payment, however, final or otherwise, shall not

release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage.

GC-42. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:

   (a) defective Work not remedied;

   (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;

   (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

   (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

   (e) damage to the City or a separate contractor;

   (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

   (g) repeated failure to carry out the Work in accordance with the Contract Documents.

   The City may also nullify a payment previously issued and withhold sums appropriate to protect the Owner from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.

2. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-43. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized

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

GC-44. NOTICE

1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-45. NO WAIVER OF RIGHTS

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

GC-46. INDEPENDENT CONTRACTOR

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

GC-47. SEVERABILITY

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

GC-49. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Kansas law.

GC-49. GOVERNING LAW

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

GC-50. VENUE

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

GC-51 APPOINTMENT OF SERVICE AGENT:

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

GC-52. PROCESS AGENT CERTIFICATE

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

EXHIBIT A-1

Special Conditions

SC-1. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY
All work performed and all preparations of the Contractor or his employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of the Contractor.

SC-2. CONTRACTOR TO FURNISH STAKES AND HELP
The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent personnel from its workforce and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said Work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the City Engineer.

SC-3. PRESERVATION OF MONUMENTS AND STAKES
The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work because the Contractor failed to discharge the foregoing obligation, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

SC-4. MAINTENANCE OF TRAFFIC
Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall conduct its Work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

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

SC-5. BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the City Engineer and shall be friable material suitable for compaction. All waste areas shall be located off the site and arrangements and payment for use for such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state, and local laws, ordinances and regulations.

SC-6. PARKING AREAS, DRIVES AND WALKS

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

SC-7. STREET SIGNS AND TRAFFIC AIDS

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

SC-8. UTILITY MEETINGS AND UTILITY ADJUSTMENT

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

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

Private ownership underground utilities, including but not limited to sewer, water, gas, or electric service lines, sprinkler systems and controls, sump pump discharge line, etc., disturbed by the Contractor within or outside the right-of-way shall be restored at the

Contractor's expense and at no cost to the City. The Contractor shall make every effort to locate these lines and protect them.

SC-9. EASEMENTS AND RIGHTS-OF-WAY

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

SC-10. SAMPLING AND TESTING

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

SC-11. COLD WEATHER OPERATIONS

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

SC-12. POLLUTION CONTROL

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

SC-13. NOISE CONTROL

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

SC-14. DUST CONTROL

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

SC-15. CONSTRUCTION AREA RESTORATION

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

SC-16. PRE-RESTORATION MEETING

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

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

2) A list of the equipment to be used for soil preparation and compaction, fertilizer distribution, sod delivery, placement and rolling and watering.

3) The proposed source or sources of the sod, select soil, and water.

4) A list or set of "marked up" plans indicating the proposed location of each type of sod.

5) A list of at least 3 locations that the sod crew to be used on this Project has placed sod within the previous 2 weeks.

SC-17. CONSTRUCTION SCHEDULE

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

The Contractor shall submit monthly progress reports and schedules. The progress report shall summarize work completed, identify any weather and/or utility delays encountered, and indicate Work anticipated for the upcoming month. The schedule will

be detailed indicating how the remaining Work will be completed within the stated deadlines (the remaining Work shall include identifying/incorporating utility relocation work with the Project-related construction Work). The progress report and schedule will be required before payment of monthly pay estimates.

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

SC-18. SUPERINTENDENT

The Contractor shall be responsible for all coordination between all phases of construction. The Contractor shall coordinate the activities and scheduling of all operations in accordance with the approved schedule. All unsupervised work shall be unacceptable by the Engineer. Any superintendent not adequately or competently supervising all operations for, and in connection with the Work being performed, shall terminate operations as directed by the Engineer, until such time as an adequate and competent superintendent, as determined by the Engineer, has been provided by the Contractor. Termination of any operation shall not relieve the Contractor's obligation on the time to complete the Work. The Contractor shall have no claim to the City of any expenses caused by the Contractor's failure to comply with the requirements of this paragraph.

SC-19. NOTIFICATION OF PROPERTY OWNERS

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

SC-20. CONSTRUCTION VIDEO

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

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

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

SC-21. DELAYED WORK ORDER

The City reserves the right to delay work order on certain portions of the Work until the regular school year for the Shawnee Mission School District USD 512 has ended. The City further reserves the right and may delay work order on certain portions of Work until such time as seasonable weather limitations and/or utility relocations will allow proper progress on major items of Work. A partial work order may be issued by the City for clearing of right-of-way before utility relocations, if, in the opinion of the Engineer,

such clearing would expedite utility relocation. Also, the City may issue partial work orders for certain items of Work after partial utility relocations have been made. No charge shall be made by the City or the Contractor for delays arising from the issuance of such work orders other than provided for in the General Conditions.

SC-22. TREE PROTECTION

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

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

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

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

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

SC-24. RIGHT-OF-WAY

Right-of-way and easements are currently available.

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

SC-25. CONSTRUCTION LIMITATIONS

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

A) The City Engineer shall approve any variations from the traffic control plans. No construction will be allowed at night or on holidays or weekends.

B) All trees that are designated to be saved shall be protected prior to equipment being moved onto the Project site.

EXHIBIT B-1

PERFORMANCE BOND

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

referred to as the "Contractor", and _____, a Corporation

organized under the laws of the State of _____ and authorized to

transact business in the State of Kansas as Surety, are held and firmly bound unto the City of Fairway,

Kansas, hereinafter referred to as the "Owner" in the penal sum of

_____ DOLLARS, lawful

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

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

and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

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

PROVIDED FURTHER, if said Contractor fails in all particulars to duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract and the Conditions, Specifications, Plans and other contract documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship as required by the Contract, then the Surety will promptly advise the City of its election to either complete all of the obligations of the Contractor; engage another Contractor acceptable to the City to complete the obligations of the Contractor; or pay the costs incurred by the City to complete the project and/or the costs to repair any defective parts, and any other damages incurred by the City in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additional to the terms of the contract, or the work to be

performed thereunder, or the specifications accompanying the same, shall in any ways affect this obligation on this bond and it does hereby waive notice of any change, extension of time, or addition to the terms of the contract, or to the work, or to the specifications.

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

on this the _____day of _____, 20_____.

_____
Contractor

BY:_____

_____
Surety

By _____SEAL

By _____SEAL
(Attorney-in-fact)

By _____SEAL
Kansas Agent

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

EXHIBIT B-2

STATUTORY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

_____as Contractor, and

_____ as Surety

with General Offices in the City of _____ and

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

_____DOLLARS ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

NOW THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned contract documents, this obligation shall be void; otherwise, it shall remain in full force and effect. This Bond shall be construed to comply with the requirements of K.S.A.60-1111.

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

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

_____

ATTEST:

_____ By _____

(SEAL) Secretary

_____
Title

_____
Surety Company

(SEAL) By _____

By _____
Attorney-in-Fact

By _____
Kansas Agent

(A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars ($100,000.00) in accordance with K.S.A. 60-1111 as amended. The bond must be filed with the Clerk of the District Court of Johnson County, Kansas by the Contractor.)

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

EXHIBIT C

List of Plans, by sheet and date of issue, and all addenda thereto

Sheet No.	Date	Description	Addenda
1.0	8/6/20	Cover	
1.1	8/6/20	Summary of Quantities	
1.2	8/6/20	Traffic Control	
	8/6/20	Speed Hump Locations	
2.0	8/6/20	Neckdown	
2.1	8/6/20	5328/5332 Belinder	
2.2	8/6/20	5434/5440 Belinder	
2.3	8/6/20	5510/5514Belinder	
2.4	8/6/20	5606/55612 Belinder	
2.5	8/6/20	5636/5640 Belinder	
2.6	8/6/20	Speed Hump Detail	
3.0	8/6/20	Island-Demo	
3.1	8/6/20	Island-New	
3.2	8/6/20	Island-Landscape	
3.3	8/6/20	Detail 1	
3.4	8/6/20	Detail 2	
3.5	8/6/20	Curb Standards	

TRAFFIC CALMING PLANS FOR
BELINDER AVENUE
SOUTH OF SHAWNEE MISSION PARKWAY
NORTH OF STATE PARK ROAD
IN THE CITY OF FAIRWAY, JOHNSON COUNTY, KANSAS

Sheet List Table

Sheet Number	Sheet Title
1.0	COVER SHEET
1.1	SUMMARY OF QUANTITIES
1.2	TAFFIC CONTROL
2.0	NECKDOWN
2.1	5328 5332 BELINDER
2.2	5434 5440 BELINDER
2.3	5510 5514 BELINDER
2.4	5606 5612 BELINDER
2.5	5636 5640 BELINDER
2.6	SPEED HUMP DETAIL
3.0	ISLAND – DEMO
3.1	ISLAND – NEW
3.2	ISLAND – LANDSCAPE
3.3	DETAIL 1
3.4	DETAIL 2
3.5	CURB STANDARDS

STATION 0+00

PROJECT LOCATION

LOCATION MAP

N

ENGINEER:

REDCONE CIVIL DESIGN GROUP
UMKC School of Computing and Engineering
Flarsheim Hall
5110 Rockhill Road
913.548.6141
redcone.civildesign@gmail.com

OWNER:

City of Fairway, Kansas
Bill Stogsdill, Director of Public Works
5420 Belinder Road
Fairway, KS 66205
Telephone 913.722.2822
bstogsdill@fairwaykansas.org

UTILITY COMPANIES AND GOVERNING AGENCIES:

JOHNSON COUNTY WASTEWATER
11811 S SUNSET DR, SUITE 2500
OLATHE, KS 66061
913.715.8500

EVERGY
888.471.5275
dan.slaven@evergy.com

CITY OF FAIRWAY PUBLIC WORKS
BILL STOGSDILL
4717 ROE PKWY
ROELAND PARK, KS 66205
913.722.2822
bstogsdill@fairwaykansas.org

CITY OF FAIRWAY POLICE CHIEF
DAVID BROWN
5252 BELINDER RD
FAIRWAY, KS 66205
913.262.2364

KANSAS GAS SERVICE
1421 N 3RD ST
KANSAS CITY, KS 66101

WATERONE
10747 RENNER BLVD
LENEXA, KS 66219

GOOGLE FIBER
1814 WESTPORT ROAD,
KANSAS CITY, MO 64111
866.777.7550

AT&T
913.676.1801
g43578@att.com

SPECTRUM
816.795.1100

Kansas 811
Know what's below.
Call 811 before you dig.

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

ACCREDITED AGENCY A·P·W·A

DESIGN TEAM

redcone
civil design group

GENERAL NOTES

LEGEND

DRAWING TITLE

COVER SHEET

DRAWING NUMBER

1.0

Summary of Quantities - Traffic Calming

Item No.	Description	Unit	Quantity
1	Concrete	CY	39.51
2	Paint	LF	24
3	Speed Humps	EA	5
15	Traffic Control	EA	1

Summary of Quantities - Southern Island

Item No.	Description	Unit	Quantity
1	Mobilization	EA	1
2	Demolition	SY	300
3	Contractor Construction Staking	EA	1
4	Concrete Curb and Gutter	LF	115
5	Concrete	CY	10
6	Backfill	CY	130
7	Sod Replacment	SY	300
8	Trees (Red Bud)	EA	2
9	Bushes (Box Wood)	EA	4
10	Benches	EA	3
12	Traffic Control	EA	1

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

redcone
civil design group

GENERAL NOTES

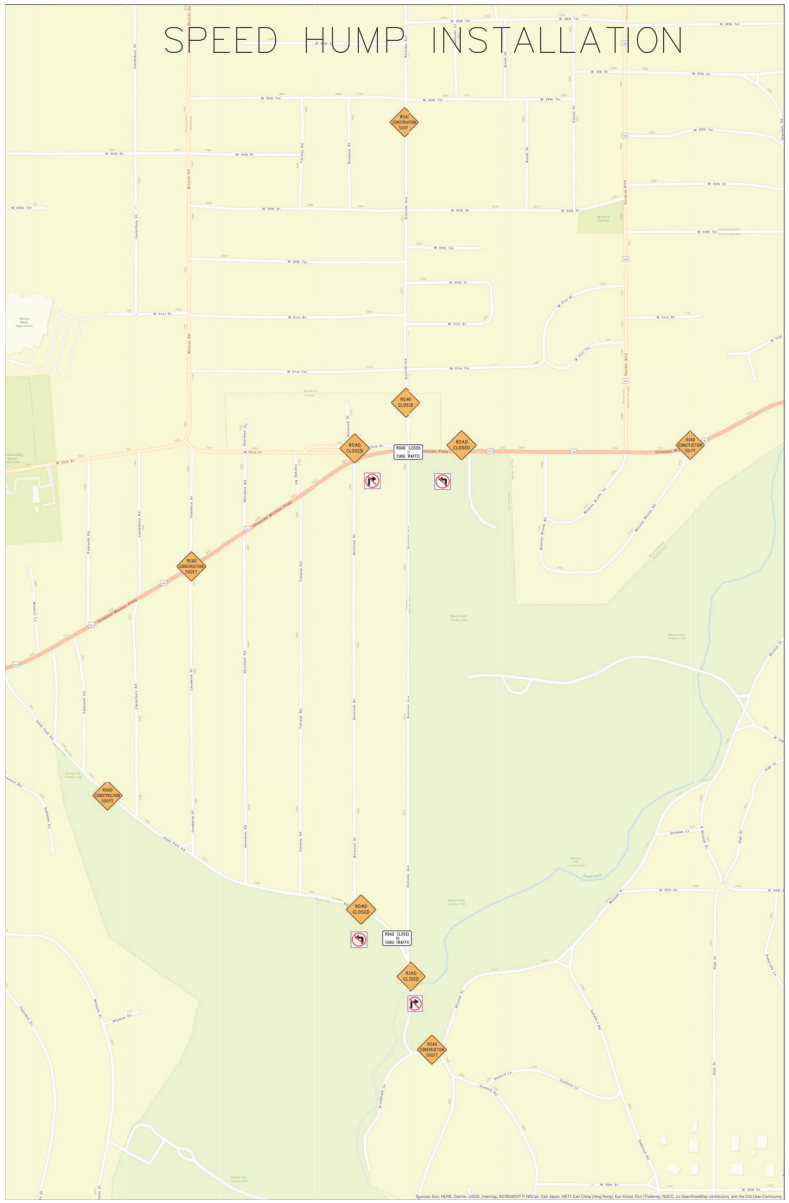
LEGEND

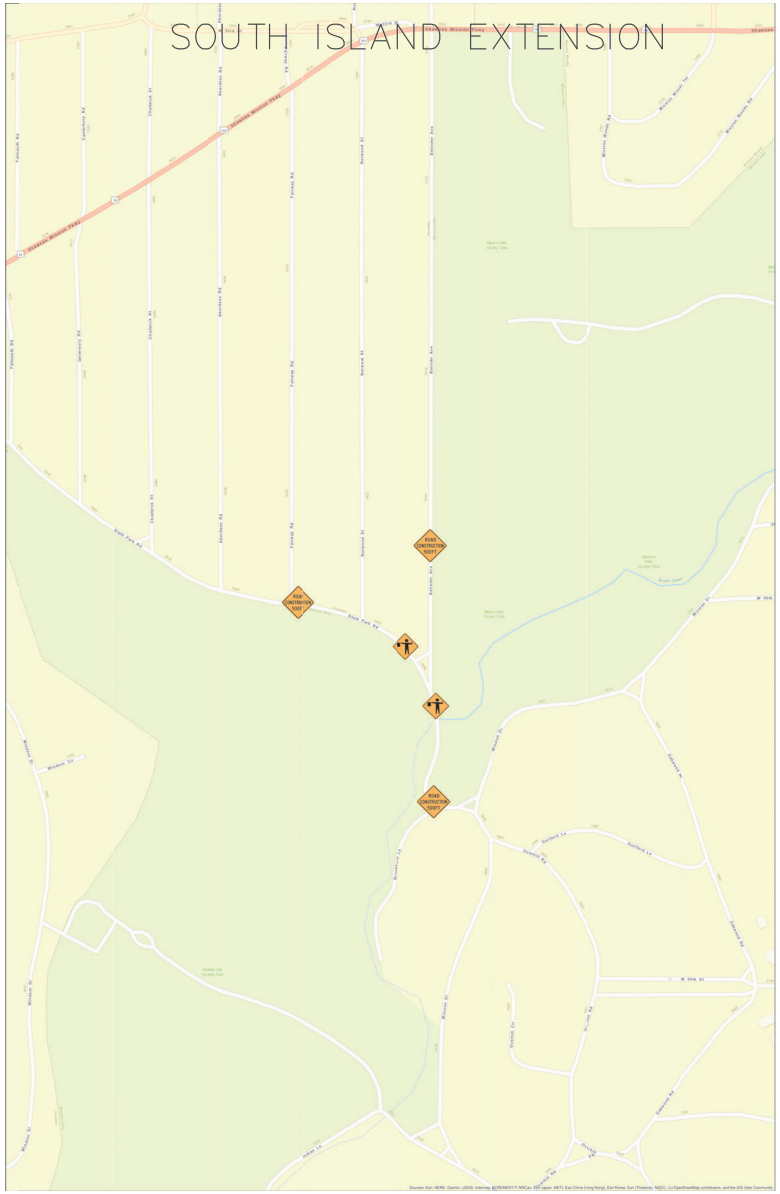
DRAWING TITLE

SUMMARY OF QUANTITIES

DRAWING NUMBER

1.1





BELINDER AVENUE TRAFFIC CALMING

OWNER

Fairway, KS THE CITY OF TREES Department of Public Works

ACCREDITED AGENCY A·P·W·A

DESIGN TEAM

redcone civil design group

GENERAL NOTES

LEGEND

DRAWING TITLE

TRAFFIC CONTROL

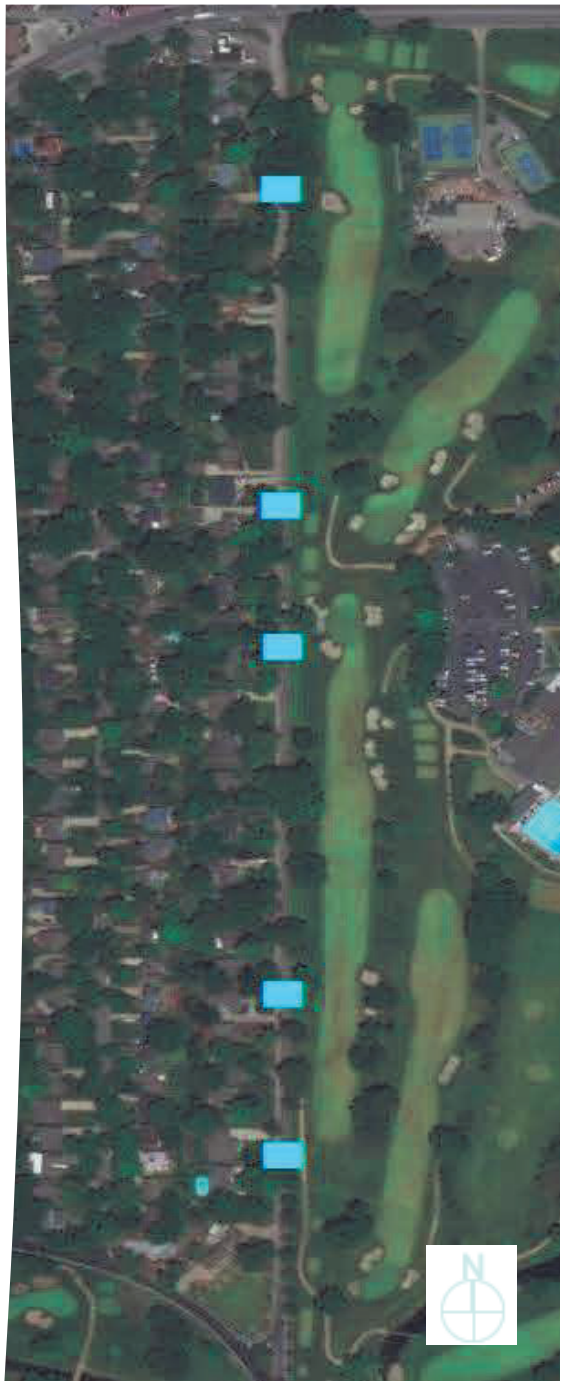
DRAWING NUMBER

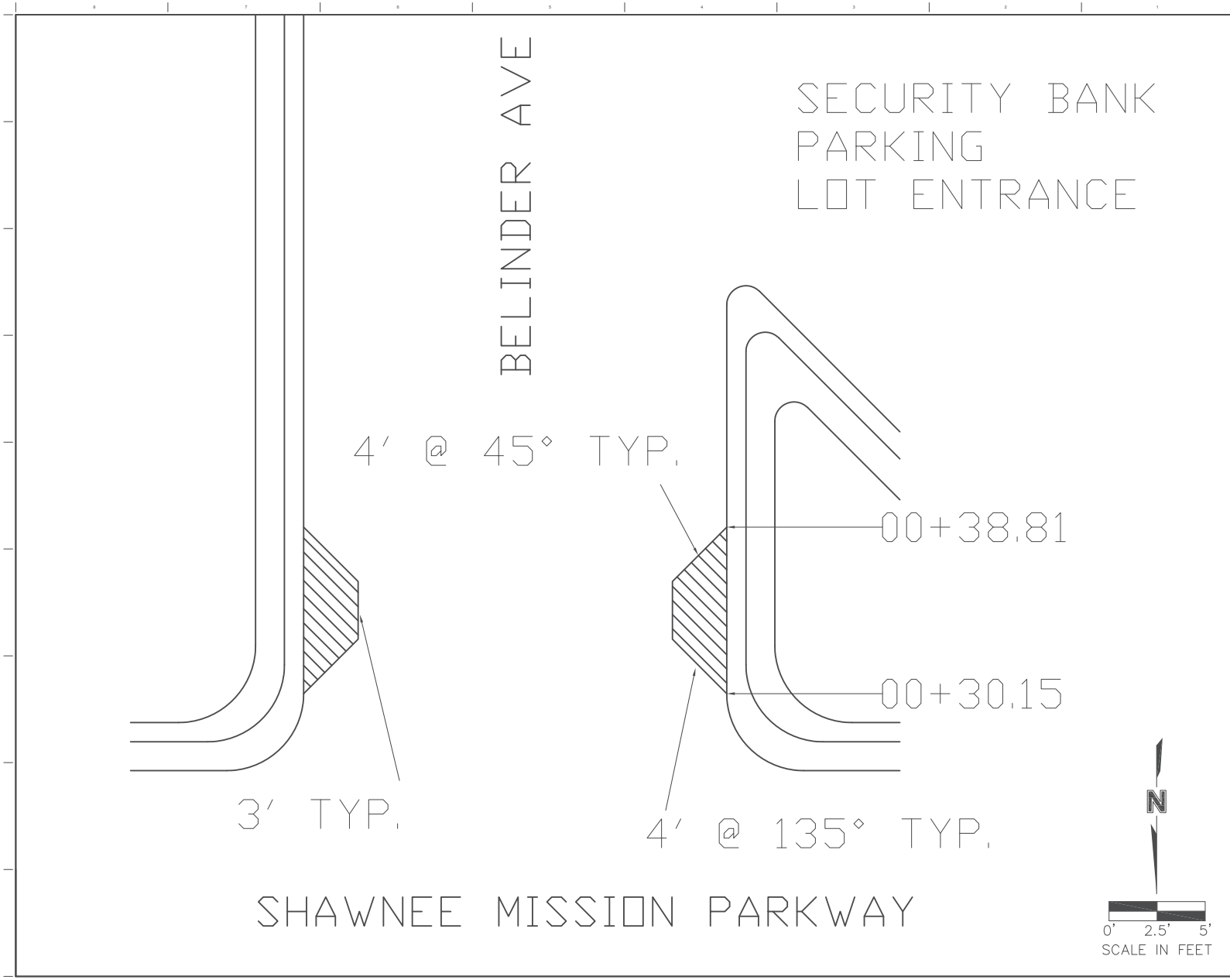
1.2

Belinder Road Speed Hump Locations

Closest Address

- 5328/5332
- 5434/5440
- 5510/5514
- 5606/5612
- 5636/5640





GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. NECK DOWN AREAS ARE SYMMETRICAL

LEGEND

PAINTED NECK DOWN

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

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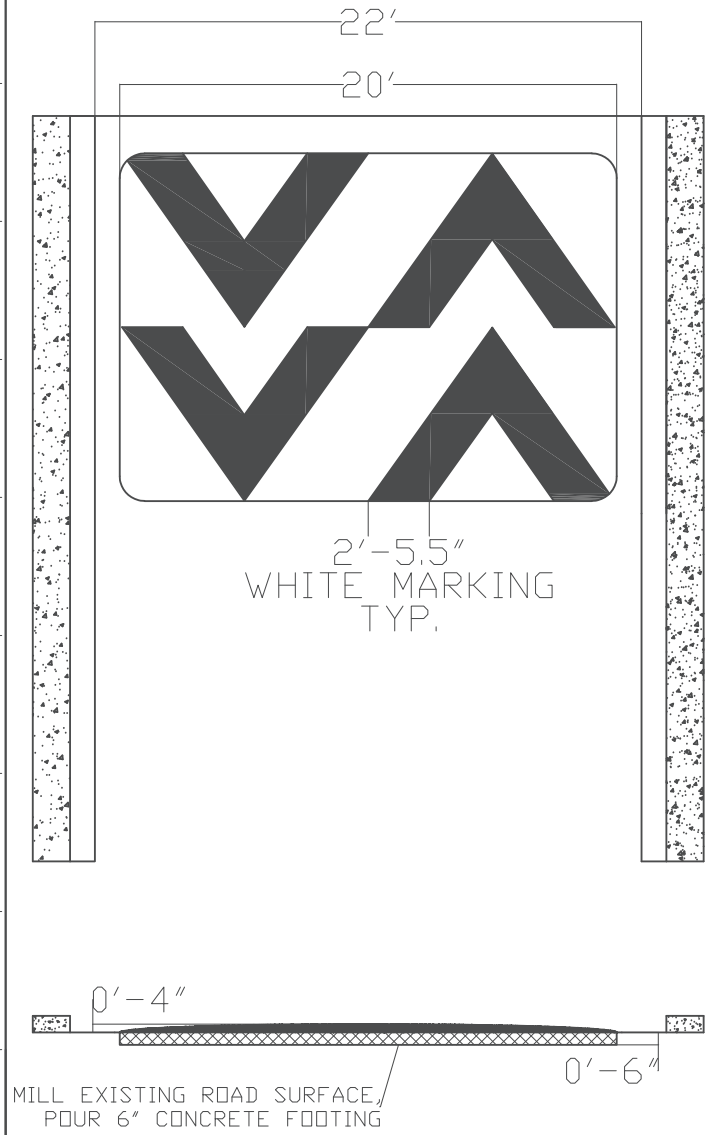
civil design group

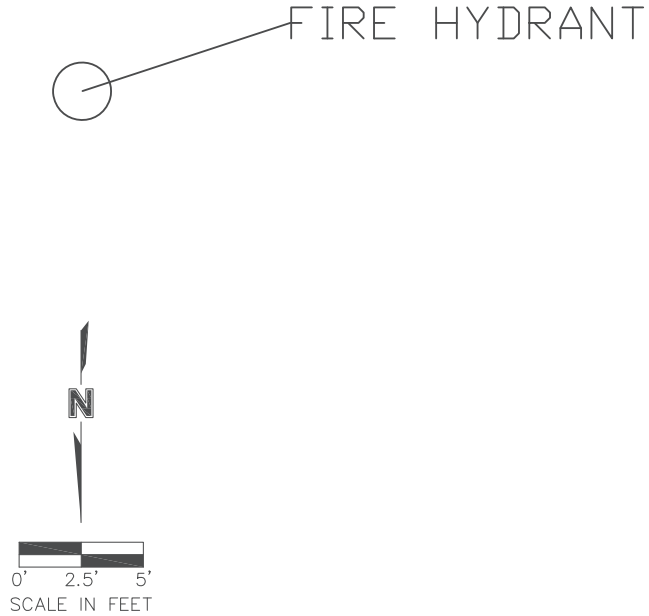
DRAWING TITLE

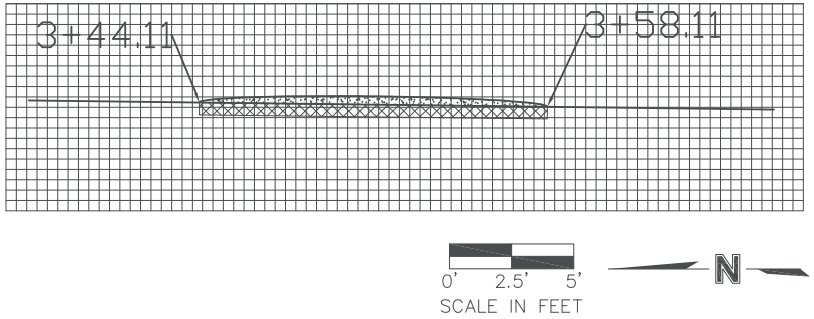
NECKDOWN - BELINDER AVENUE AT SHAWNEE MISSION PARKWAY

DRAWING NUMBER

2.0







GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. SIGNAGE TO BE DETERMINED BY CITY OF FAIRWAY
3. SPEED HUMP SHALL BE CONSTRUCTED WITH KCMMB 4K CONCRETE MIX

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

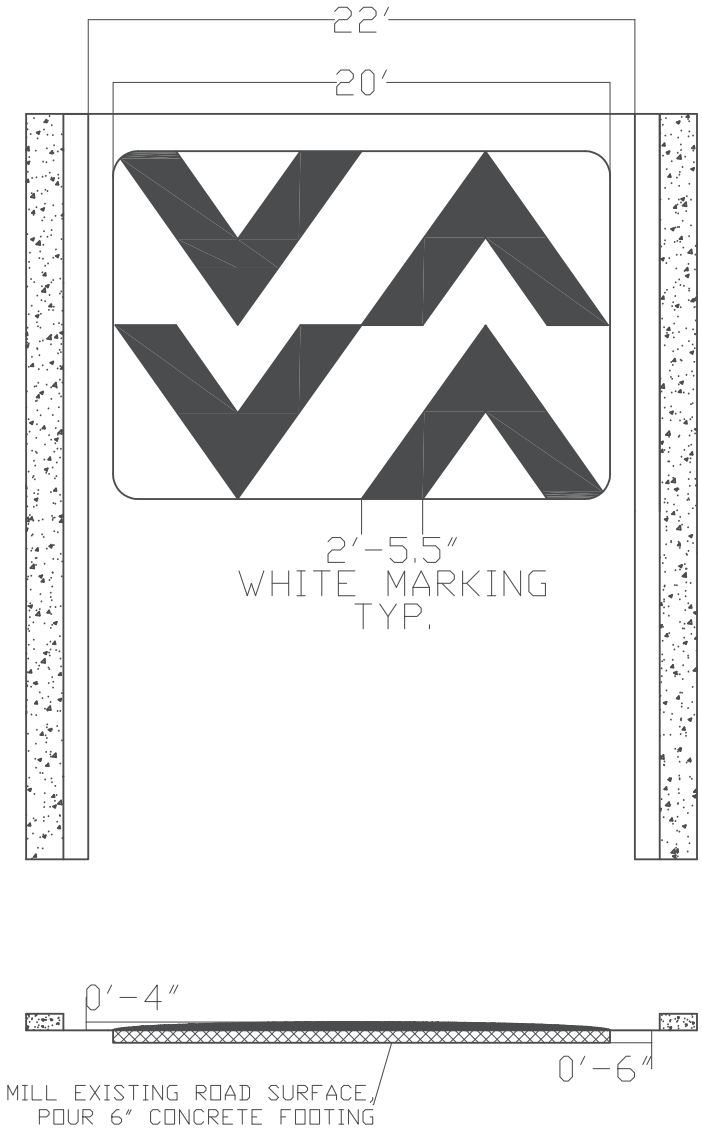
redcone
civil design group

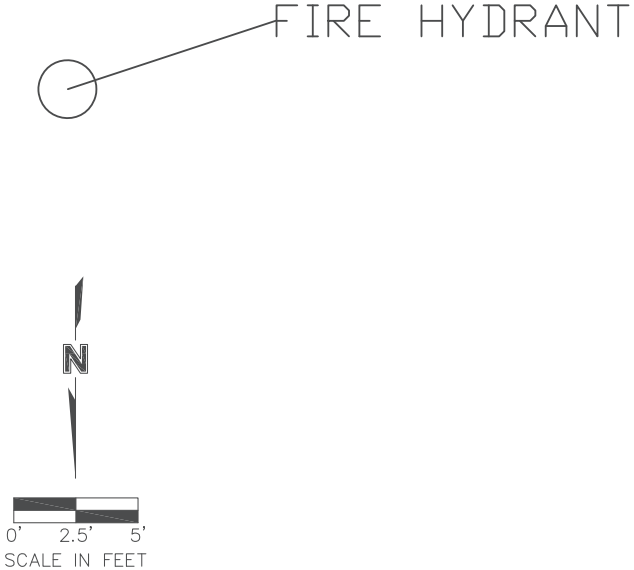
DRAWING TITLE

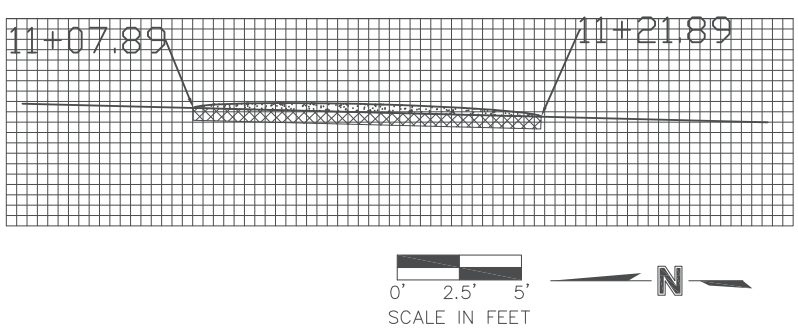
5328 / 5332
BELINDER

DRAWING NUMBER

2.1







GENERAL NOTES

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LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

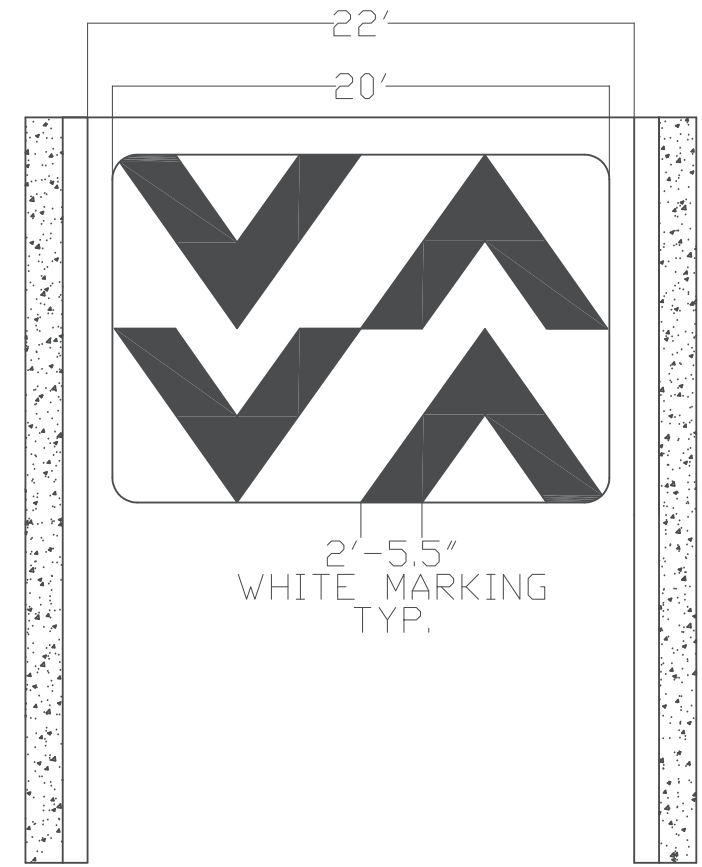
redcone
civil design group

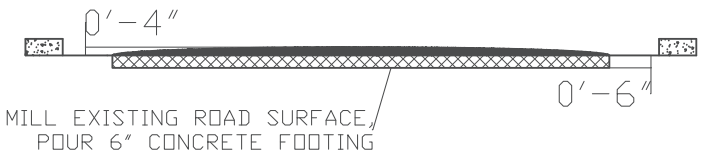
DRAWING TITLE

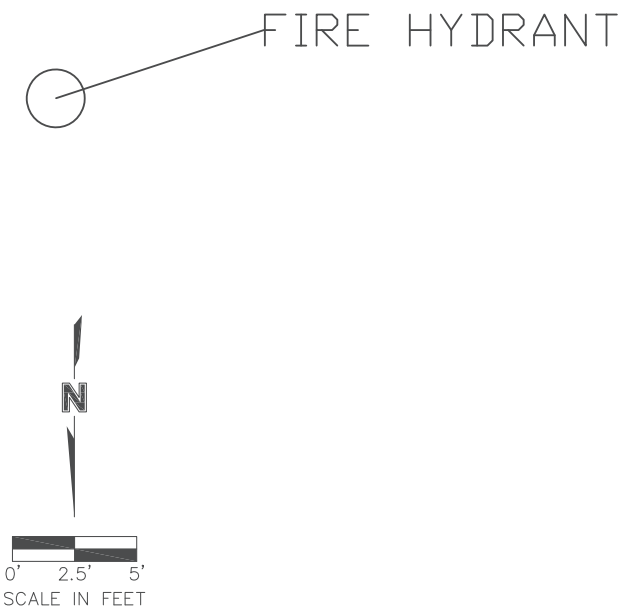
5434 / 5440
BELINDER

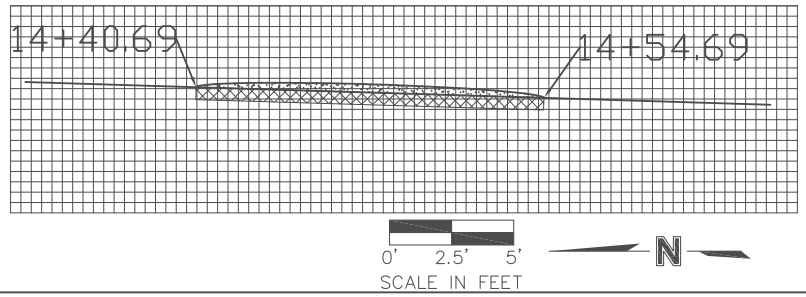
DRAWING NUMBER

2.2









GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. SPEED HUMP SHALL BE CONSTRUCTED WITH KCMMB 4K CONCRETE MIX

LEGEND

BELINDER AVENUE TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

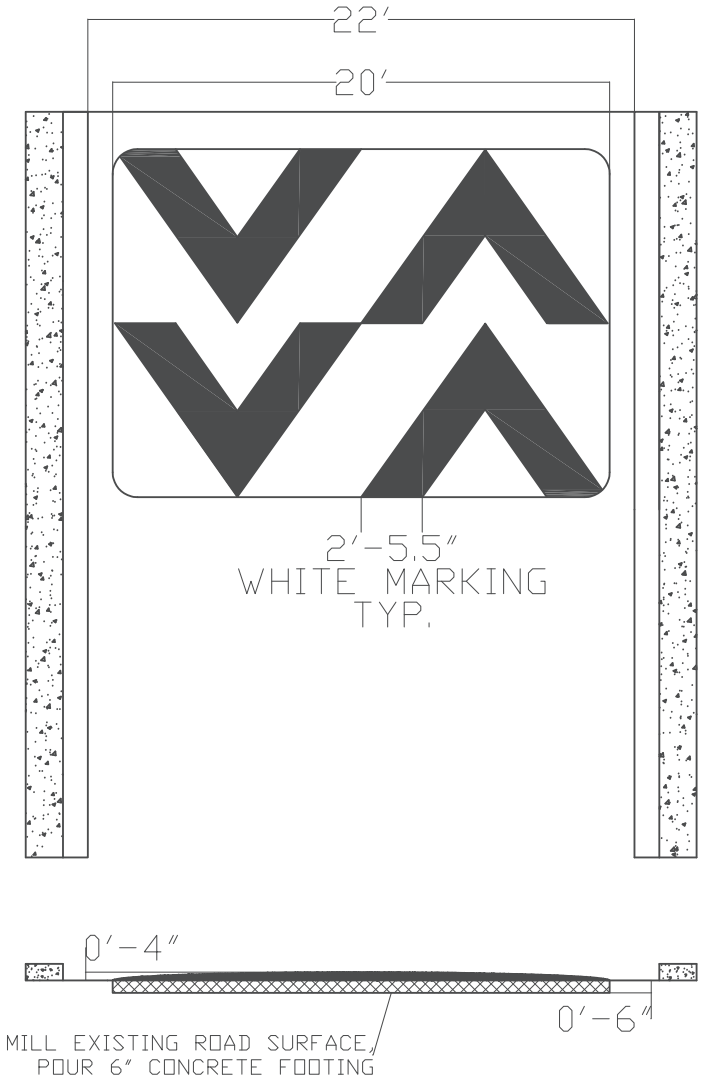
redcone
civil design group

DRAWING TITLE

5510 / 5514 BELINDER

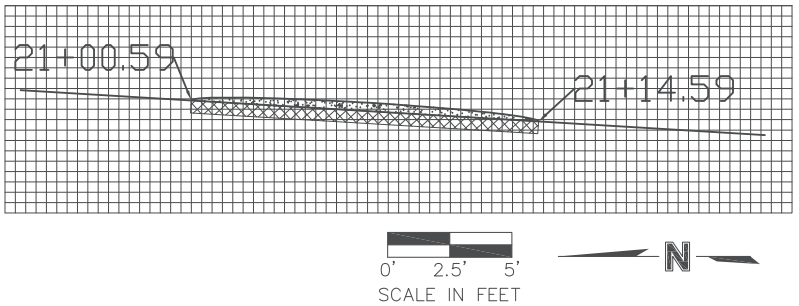
DRAWING NUMBER

2.3



FIRE HYDRANT

5606/5612 BELINDER AVE, -6.02% SLOPE



GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. SPEED HUMP SHALL BE CONSTRUCTED WITH KCMMB 4K CONCRETE MIX

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

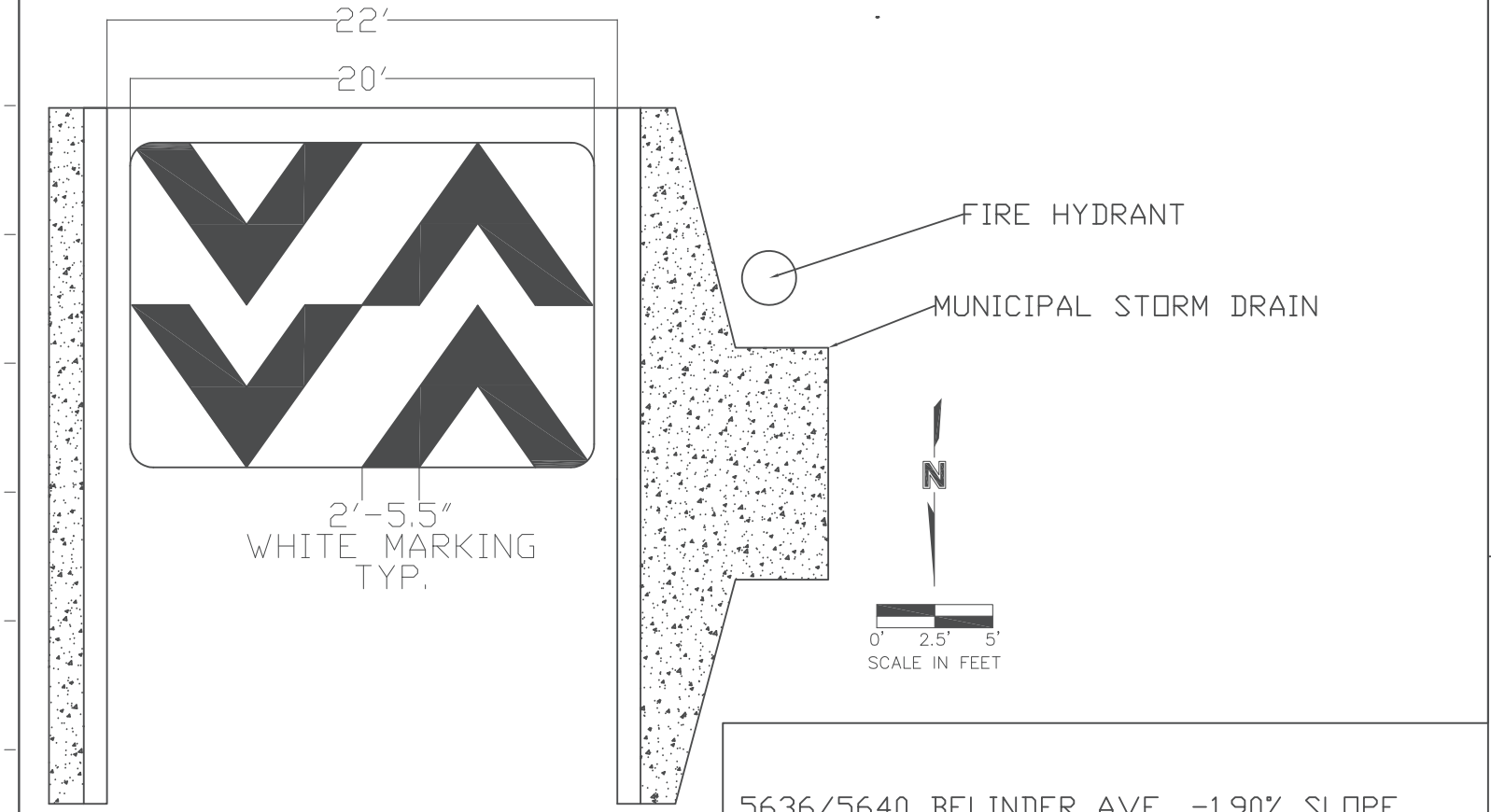
redcone
civil design group

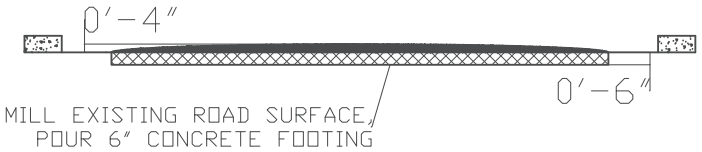
DRAWING TITLE

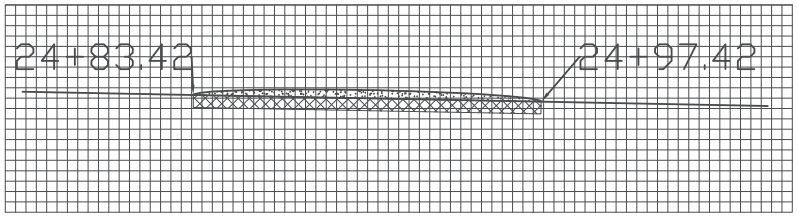
5606 / 5612
BELINDER

DRAWING NUMBER

2.4







0' 2.5' 5'
SCALE IN FEET

N

GENERAL NOTES

1. STATIONING POINTS CREATED THROUGH GOOGLE EARTH
2. SIGNAGE TO BE DETERMINED BY CITY OF FAIRWAY
3. SPEED HUMP SHALL BE CONSTRUCTED WITH KCMMB 4K CONCRETE MIX

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

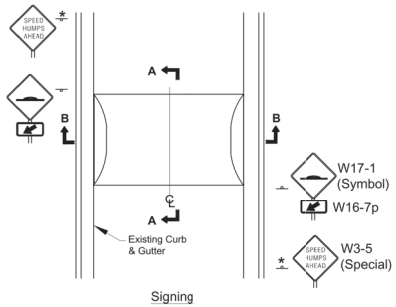
redcone
civil design group

DRAWING TITLE

5636 / 5640
BELINDER

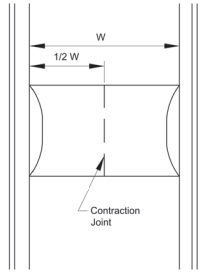
DRAWING NUMBER

2.5

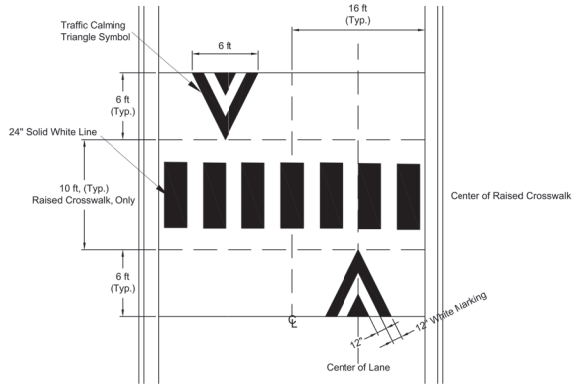


Signing

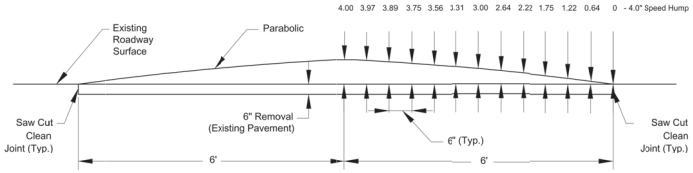
* Install advance warning signs as shown per plan



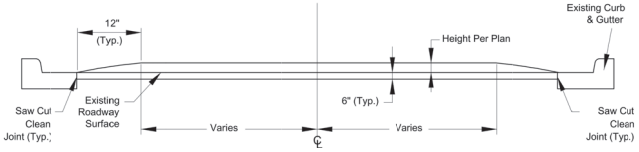
Jointing



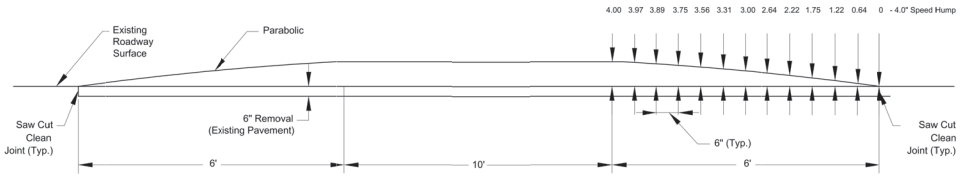
Pavement Marking



Section A-A (SPEED HUMP)



Section B-B



Section A-A (RAISED CROSSWALK)

Note: Speed Humps and Raised Crosswalks shall be constructed of KCMB 4K concrete mix.

NOT TO SCALE

LEE'S SUMMIT MISSOURI
PUBLIC WORKS ENGINEERING DIVISION | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

Project: LAKE RIDGE MEADOWS TRAFFIC CALMING
CITY OF LEE'S SUMMIT, JACKSON COUNTY, MO

Sheet Name: SPEED HUMP DETAIL

Drawn By: MRG
Checked By: MKP
Date: 05/10/2018
Proj. # 50432472-C1

7

GENERAL NOTES

LEGEND

BELINDER AVENUE TRAFFIC CALMING

OWNER

Fairway, KS THE CITY OF TREES
Department of Public Works

DESIGN TEAM

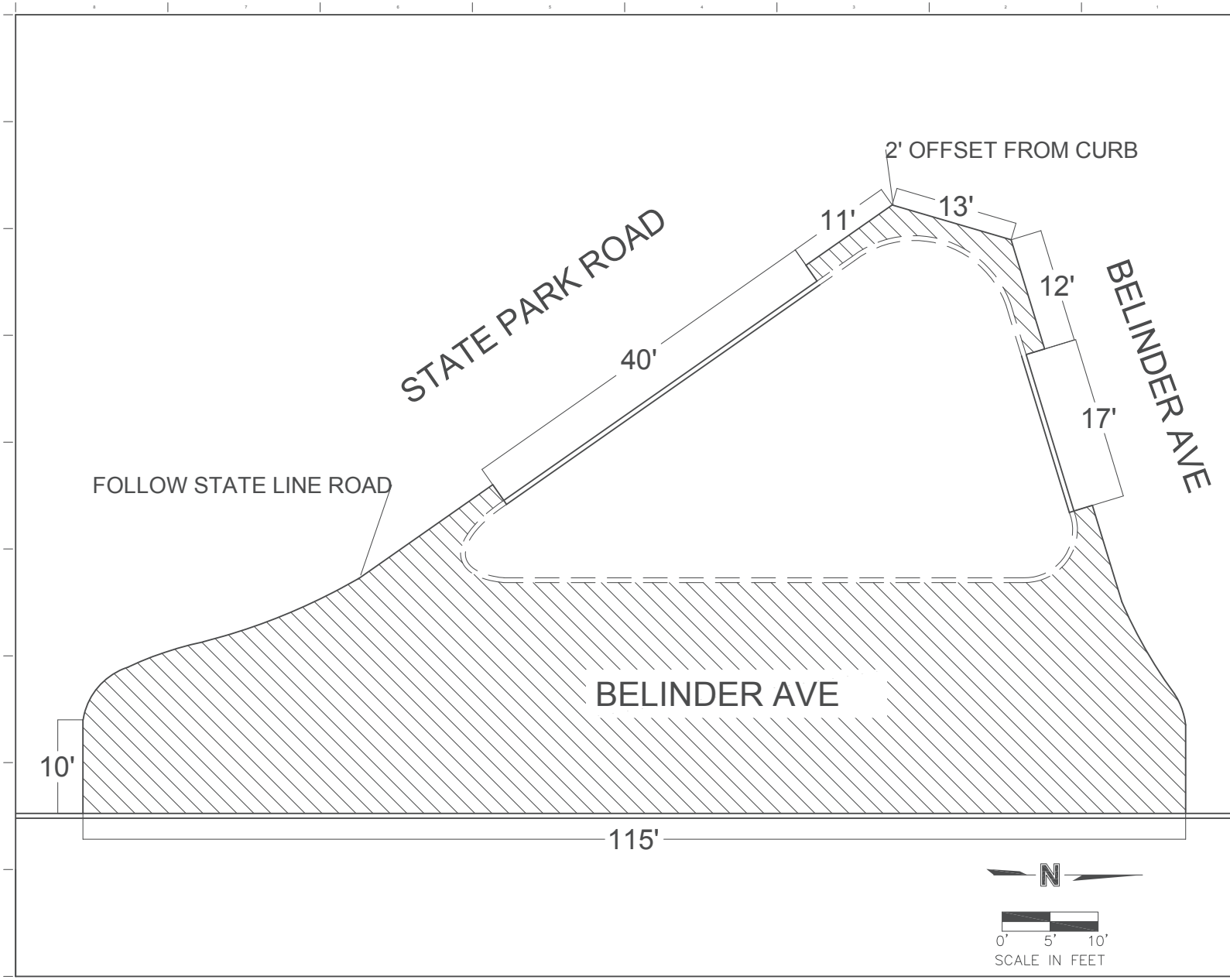
redcone civil design group

DRAWING TITLE

SPEED HUMP DETAIL

DRAWING NUMBER

2.6



GENERAL NOTES

1. CURRENT SIGNAGE IS TO BE REMOVED AND REPLACED IN NEW ISLAND

LEGEND

ASPHALT REMOVAL

OLD ISLAND CURB

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

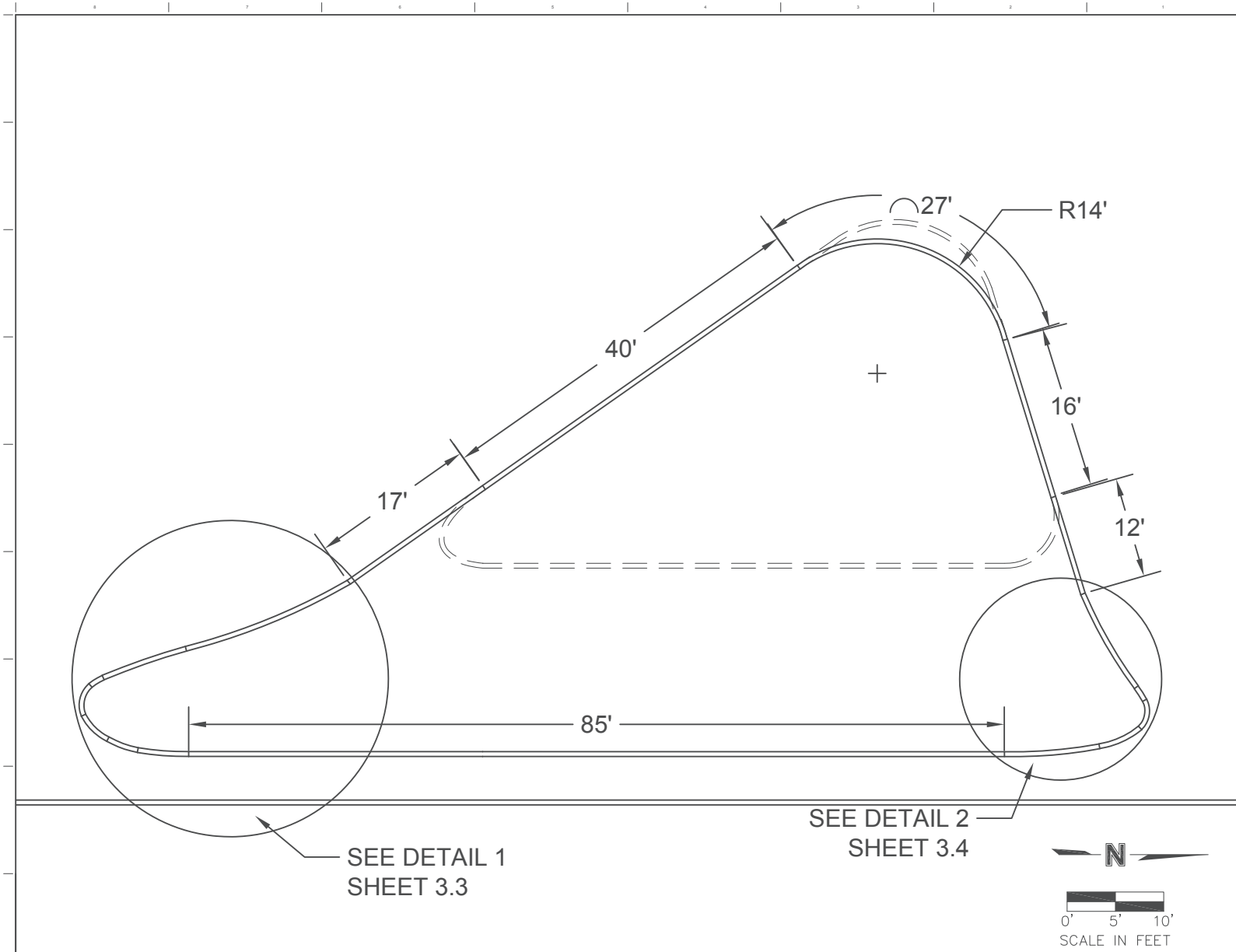
redcone
civil design group

DRAWING TITLE

ISLAND-DEMO

DRAWING NUMBER

3.0



GENERAL NOTES

1. CONTRACTOR WILL USE STANDARD CURB TYPE C-1

LEGEND

OLD ISLAND CURB

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

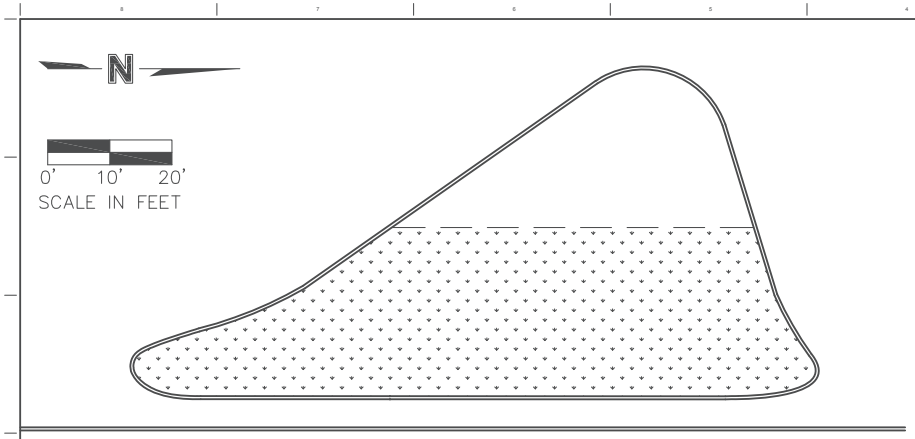
redcone
civil design group

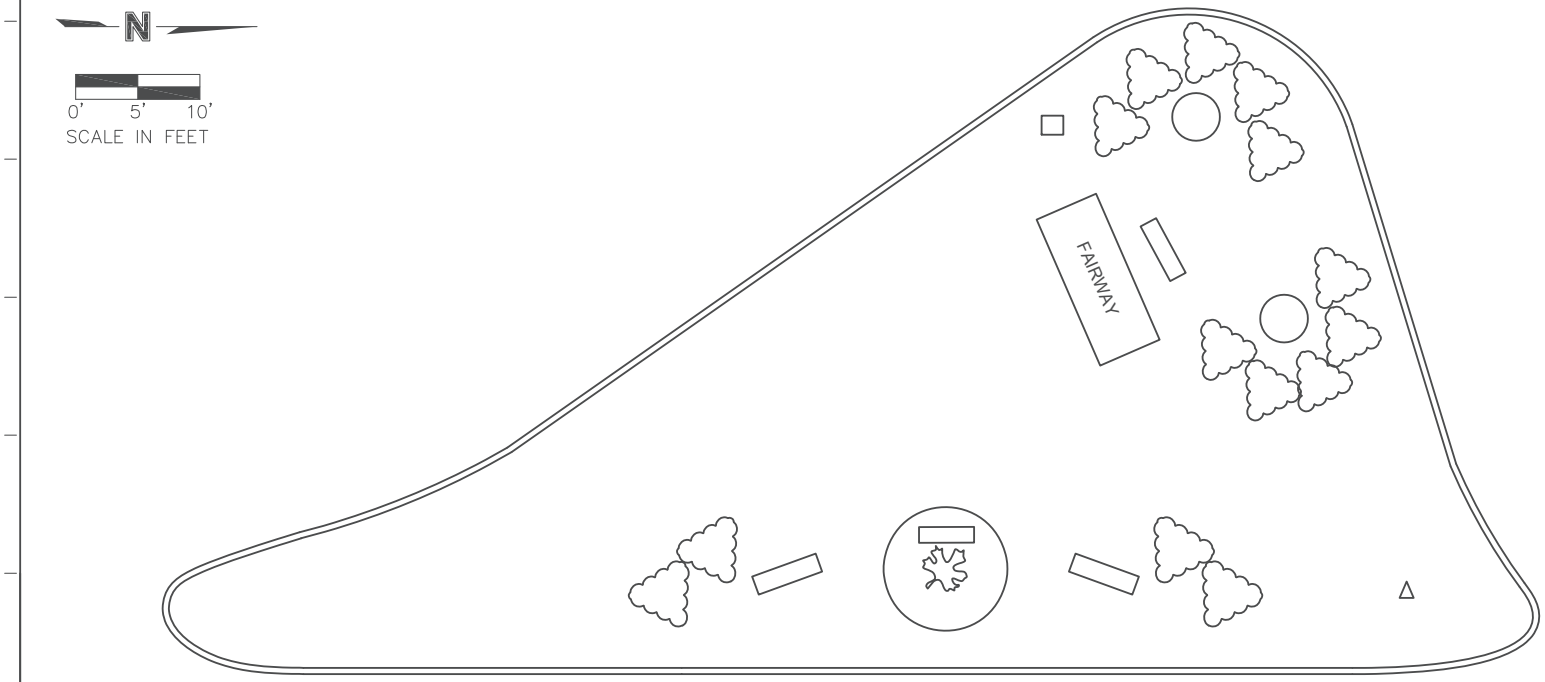
DRAWING TITLE

ISLAND-NEW

DRAWING NUMBER

3.1





GENERAL NOTES

LEGEND

- TRAFFIC SIGN
- BENCHES
- BOXWOOD BUSHES
- REDBUD TREE
- PET WASTE STATION
- STONE CIRCLE

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

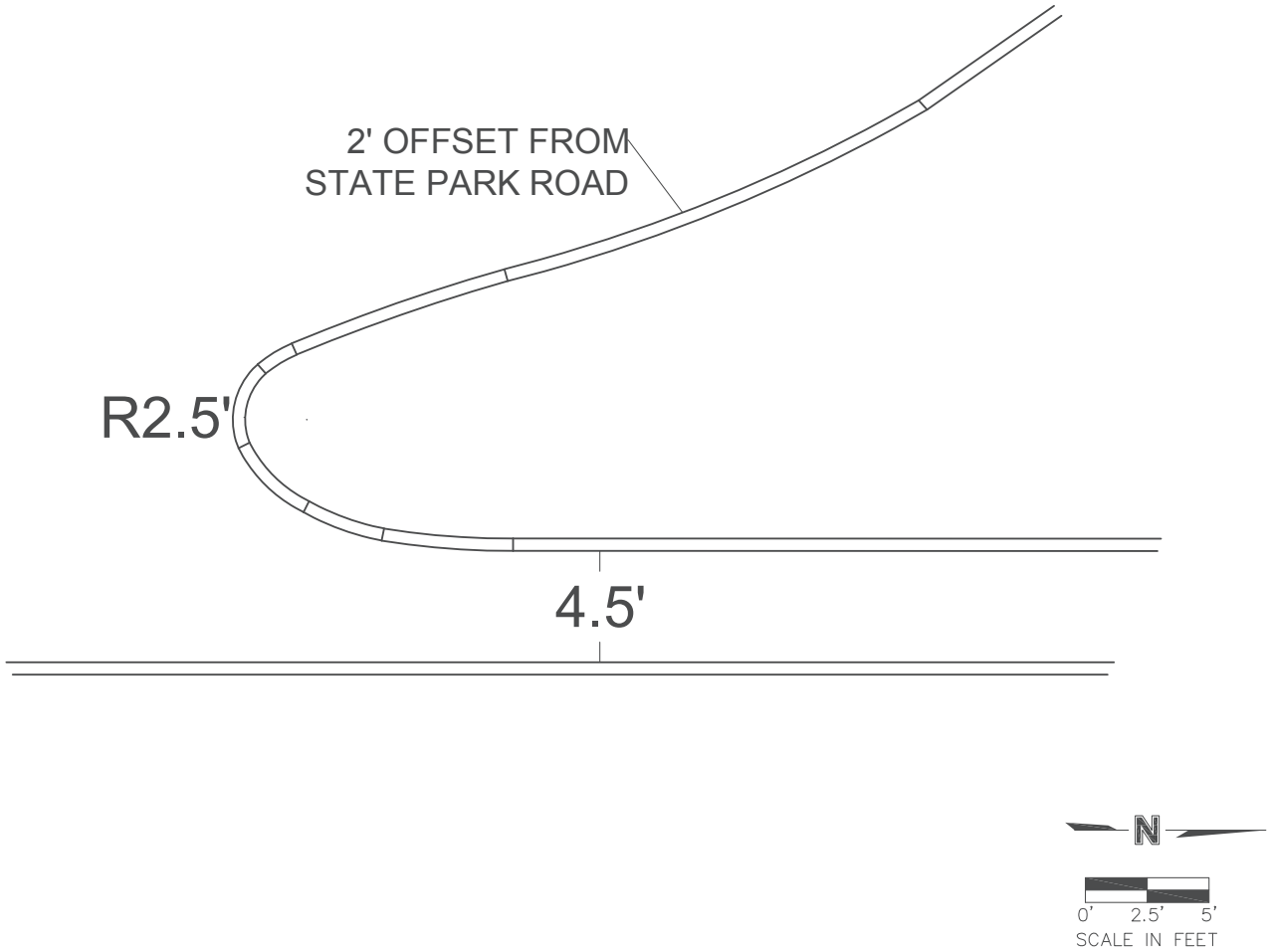
redcone
civil design group

DRAWING TITLE

ISLAND-LANDSCAPE

DRAWING NUMBER

3.2



GENERAL NOTES

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

redcone
civil design group

DRAWING TITLE

DETAIL 1

DRAWING NUMBER

3.3

GENERAL NOTES

LEGEND

BELINDER AVENUE
TRAFFIC CALMING

OWNER

Fairway, KS
THE CITY OF TREES
Department of Public Works

DESIGN TEAM

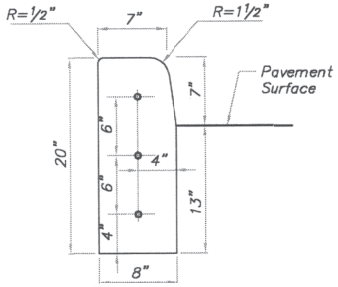
redcone
civil design group

DRAWING TITLE

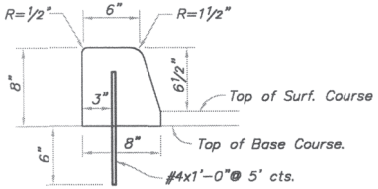
DETAIL 2

DRAWING NUMBER

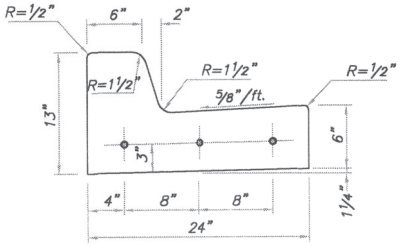
3.4



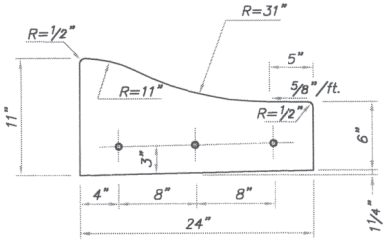
STRAIGHT CURB
(TYPE C-1)



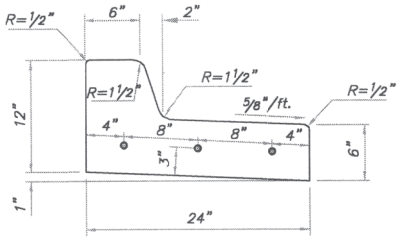
DOWELLED CURB
(TYPE DC)



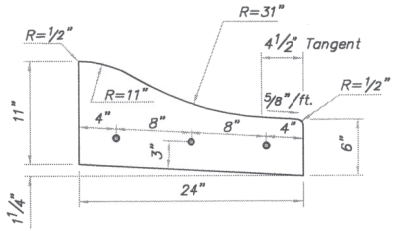
STRAIGHT BACK CURB & GUTTER
(TYPE CG-1)



ROLL BACK CURB & GUTTER
(TYPE CG-2)



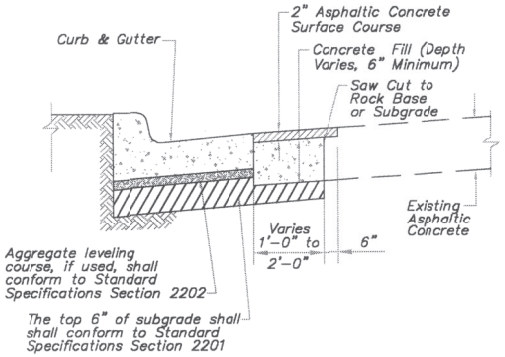
STRAIGHT BACK DRY CURB & GUTTER
(TYPE CG-1 DRY)



ROLL BACK DRY CURB & GUTTER
(TYPE CG-2 DRY)

GENERAL NOTES:

1. 3/4" Isolation Joints with 5/8" dia. x 2' smooth dowels shall be placed at radius points and at 150' intervals. These dowel bars shall be greased and wrapped on one end with expansion tubes.
2. 1" deep Contraction Joints shall be installed at approximately 10' intervals. These joints shall pass across the entire curb section.
3. Fix dowel bars with bar supports.
4. Depth of curb shall be a minimum of 8" through the handicap access ramp.
5. Concrete shall conform to Standard Specifications Section 2208.2.B.
6. Asphaltic concrete surface course shall conform to Standard Specifications Section 2205.2.



CURB REPLACEMENT DETAIL

AMERICAN PUBLIC WORKS ASSOCIATION
APWA
KANSAS CITY METROPOLITAN CHAPTER

CURB DETAILS

STANDARD DRAWING NUMBER C - 1
ADOPTED: MAY 23, 2001

BELINDER AVENUE TRAFFIC CALMING

OWNER

Fairway, KS THE CITY OF TREES
Department of Public Works

DESIGN TEAM

redcone civil design group

GENERAL NOTES

1. CONTRACTOR WILL USE STANDARD CURB TYPE C-1

LEGEND

DRAWING TITLE

CURB STANDARDS

DRAWING NUMBER

3.5

EXHIBIT D

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01060 REFERENCED STANDARDS

1. GENERAL.

Whenever references are made to standard specifications, methods of testing, materials codes, practices, and requirements it shall be understood that the latest revision of said references shall govern unless a specific revision is stated.

The following standard specifications are incorporated into the Contract:

A. Street Construction and Material Specifications, and Street Design Criteria prepared by the Kansas City Metropolitan Chapter of the American Public Works Association (APWA).

B. Standard Specifications for State Road and Bridge Constructions, prepared by the Kansas Department of Transportation (KDOT).

C. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) published by Federal Highway Department.

D. Other Standard Specifications where referred to in the technical specifications.

01270 MEASUREMENT AND PAYMENT

1. GENERAL

Payment for Work performed by the CONTRACTOR under these Contract Documents will be made in accordance with the General Conditions at the approved Contract Unit Price. Such payment shall compensate the CONTRACTOR for all labor, equipment, materials, tools, incidental expense, overhead and profit, and all Work and risk necessary to complete the project as indicated by the Contract Documents.

2. SUBSIDIARY ITEMS (Work items not listed on the Bid Form-Unit Prices)

Work required to complete the project as indicated by the Plans, Specifications, and Contract Documents, but which has no corresponding unit or lump sum price, shall be a subsidiary item, whether or not so indicated.

CONTRACTOR'S cost to complete subsidiary items shall be included as part of the Contract Unit Prices for other items.

3. MEASUREMENT

1. Plan Measure. Pay item quantities have been calculated from the dimensions indicated on the Plans. The quantities as listed on the Bid Form-Unit Prices shall be the final quantities, except where significant scope changes occur, in which case the quantity will be modified by a duly executed Change Order.

01400 QUALITY CONTROL

1. TESTING SERVICES. Testing services shall be provided in accordance with Article 10 of the Special Conditions. All tests to determine compliance with the Contract Documents shall be performed by an independent commercial testing firm acceptable to City Engineer. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped and fully qualified to perform the tests in accordance with the specified standards.

Testing services provided by the City are for the sole benefit of the City; however, test results shall be available to Contractor. Testing necessary to satisfy Contractor's internal quality control procedures shall be the sole responsibility of Contractor.

1.01. Testing Services Provided by Contractor. Unless otherwise specified, Contractor shall provide all testing services in connection with the following:

Concrete materials and design mixtures.

Masonry units and masonry grout and mortar materials and design mixtures.

Asphaltic concrete materials and design mixtures.

Embedment, fill, and backfill materials.

Moisture-density and relative density tests on embedment, fill, and backfill materials.

In-place field density tests on embedment, fills, and backfill.

All tests required by Johnson County Wastewater (JCW) in conjunction with all gravity and force main sewer work.

All other tests and engineering data required for City Engineer's review of materials and equipment proposed to be used in the Work.

Contractor shall obtain City Engineer's acceptance of the testing firm before having services performed, and shall pay all costs for these testing services.

1.02. Testing Services provided by the City. The City reserves the right to test the following materials and equipment:

Concrete.

Asphaltic concrete.

Other materials and equipment at the discretion of the City.

Testing, including sampling, will be performed by City Engineer or the testing firm's laboratory personnel, in the general manner indicated in the Specifications. City Engineer shall determine the exact time, location and number of tests, including samples.

Arrangements for delivery of samples and test specimens to the testing firm's laboratory will be made by the City. The testing firm's laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and shall furnish a written report of each test.

Contractor shall furnish all sample materials and cooperate in the testing activities, including sampling. Contractor shall interrupt the Work when necessary to allow testing, including sampling, to be performed. Contractor shall have no Claim for an increase in Contract Price or Contract Times due to such interruption. When testing activities, including sampling, are performed in the field by City Engineer or laboratory personnel, Contractor shall furnish personnel and facilities to assist in the activities.

1.03. Transmittal of Test Reports. Written reports of tests and engineering data furnished by Contractor for City Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The laboratory retained by the City will furnish four copies of a written report of each test. Two copies of each test report will be transmitted to the Inspector, one copy to City Engineer, and one copy to Contractor, within 3 days after each test is completed.

01700 EXECUTION REQUIREMENTS

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of the City-installed products.
5. Progress cleaning.
6. Protection of installed construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings,

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to the City Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to layout the Work, verify layout information shown on Drawings, in relation to the property survey and

existing benchmarks. If discrepancies are discovered, notify the City promptly.

B. General: Engage a land surveyor to layout the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and grades as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4, Check the location, level and plumb, of every major element as the Work progresses.
5. Notify the City when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and layout site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Grades: Locate and layout control lines and grades for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work.

E. Record Log: Maintain a log of layout control work.

3.4 FIELD ENGINEERING

A. Reference Points: Contractor shall locate existing permanent benchmarks, control points, and similar reference points before beginning the Work if required to complete construction activities. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of the City. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the City before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control paints.

B. Benchmarks: Establish and maintain benchmarks on Project site, referenced to data established by survey control points.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its Original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, contractor shall prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the City.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolls, and items with integral

anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CITY-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for the City construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by the City's construction forces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

01800 SELECTIVE DEMOLITION

GENERAL

1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.
4. Salvaging items for reuse by the City.

1.3 DEFINITIONS

A. Demolish: Completely remove and legally dispose of off-site.

B. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to the City. Include fasteners or brackets needed for reattachment elsewhere.

C. Remove: Detach Hems from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

D. Remove and Salvage: Detach items from existing construction and deliver them to the City.

E. Remove and Reinstall or Reset: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

F. Existing to Remain, Leave in Place, or Use in Place: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to the City that may be uncovered during demolition remain the property of the City.

1. Carefully salvage in a manner to prevent damage and promptly return to the City.

1.5 SUBMITTALS

A. Proposed Protection Measures: At preconstruction conference discuss the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control.

B. Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work.
2. Temporary interruption of utility services.
3. Shutoff and capping of utility services.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI Al0.S and NFPA 241.

C. Preconstruction Conference: Review methods and procedures related to building demolition.

1.7 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by the City as far as practical.

1. Before selective demolition, the City will remove the following items:

a. Trash receptacles.

B. Notify City Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. The City assumes no responsibility for buildings and structures to be demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by the City as far as practical.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by the City before start of the Work.
2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify City Engineer and the City. Hazardous materials will be removed by the City under a separate contract.

E. On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

A. Arrange demolition schedule so as not to interfere with the City's on-site operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

B. Review Project Record Documents of existing construction provided by the City. The City does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to City Engineer.

3.2 PREPARATION

A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

B. Existing Utilities: Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

C. Salvaged Items: Comply with the following:

1. Clean salvaged items of dirt and demolition debris.
2. Store items in a secure area until delivery to the City.
3. Transport items to storage area designated by the City.

4. Protect items from damage during transport and storage.

3.3 PROTECTION

A. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.

B. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 Section "Temporary Facilities and Controls".

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
4. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to demolition operations.

3.4 DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
2. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Protect items from damage during transport and storage.
2. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the

City, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

D. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

E. Explosives: Use of explosives is not permitted.

1.5 DEMOLITION BY MECHANICAL MEANS

A. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within footprint of new construction.

1. Remove below-grade construction, including basements, foundation walls, and footings, completely.

B. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

1. Piping: Disconnect piping at unions, flanges, valves, or fittings.
2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.7 SITE RESTORATION

A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from demolition operations according to backfill requirements in accordance with Section 2100 of the APWA Standard Specifications.

B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site. See Division 1 Section "Construction Waste Management" for recycling and disposal of demolition waste.

B. Remove demolition waste materials from Project site and legally dispose of them in an EPA approved landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Do not burn demolished materials.

3.10 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before demolition operations began.

01900 CONSTRUCTION WASTE MANAGEMENT

Materials of all description, which are to be removed from the site, shall be removed immediately once they are disturbed.

Stockpiled materials may be stored briefly on site for a period not to exceed 24 hours if the materials are needed for the current item of work, The materials shall be stockpiled within the project limits and in a manner and at a location which shall cause the least inconvenience to the public.

TECHNICAL SPECIFICATIONS

DIVISION 2 - SITEWORK

02001 MOBILIZATION

Payment will be made for "Mobilization" at the contract lump sum price as listed in the Bid Form in accordance with Section 801 of the Kansas Department of Transportation Standards Specifications.

02051 CONTRACTOR'S SURVEY

The Contractor shall be responsible to provide for all required surveys.

The Contractor will be required to preserve all comer stones or bars, monuments or other landmarks that he may find in prosecuting the work. He must notify the City Engineer of the finding of any landmarks, and shall not remove or disturb the same until permission is given to do so, when he shall properly remove and reset said landmarks under the direction of the City Engineer.

Payment will be made for "Contractor Construction Staking" at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete the item.

02110 CLEARING, GRUBBING, AND DEMOLITION

This work shall be done in accordance with Section 2100 of the APWA Standard Specifications.

Clearing, grubbing, and demolition shall be paid for at the contract lump sum price for "Removal of Improvements" as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete the item.

02115 2” MILL and OVERLAY

This work shall be performed in accordance with Section 2200 for asphalt surface course Type 3-01 and 2207 for cold milling of the APWA Standard Specifications. The asphalt smoothness shall be in accordance with section 2211 of the APWA Standard Specifications for residential collectors (10 ft. straight edge).

The contractor will coordinate the removal and hauling of milled material from the job site. Where the roadways are to remain open to traffic prior to overlay operations, the pavement will be broomed of loose material and temporary asphalt wedges provided so as to not leave abrupt drop-offs in the driving lanes.

This work shall be paid for at the contract unit price per square yard for "2" Mill and Overlay" as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete this item of work.

02440 UNTREATED COMPACTED AGGREGATE

This work shall be done in accordance with Section 2202 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to section 1104 of the Standard Specifications for State Road and Bridge Construction prepared by the Kansas Department of Transportation.

No separate measurement or payment shall be made for untreated compacted aggregate.

02513 BASE PAVEMENT REPAIR

Full depth asphalt pavement repair work shall be in conformance with Section 2200 of the APWA Standard Specifications for asphalt base course Type 1-01.

The asphalt base shall be constructed to the thicknesses specified on the plan sheets at the locations identified by the City Engineer after milling operations prior to overlay. As part of base repair if wet or unsuitable subgrade material is encountered it shall replaced with untreated aggregate material and compacted prior to placing base asphalt .

Payment will be made at the contract unit price per square yard for "Base Pavement Repair" as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete this item of work.

02515 PORTLAND CEMENT CONCRETE PAVING

Roadways shall be constructed in accordance with section 2200 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to the Kansas City Metro Materials Board Specifications. All concrete shall be KCMMB4K. Copies can be obtained at:

http://www.kcmmb.org/Specstspecs.asp

The concrete smoothness shall be in accordance with section 2211 of the APWA Standard Specifications for residential collectors (10 ft. straightedge).

Payment shall be made at the contract unit price per square foot for "6" Concrete Driveway” as listed in the Bid Form. Such payment shall constitute full compensation for all labor, materials, and equipment necessary to complete the item.

2516 ASPHALTIC CONCRETE PAVING

This work shall be performed in accordance with Section 2200 for asphalt surface course Type 3-01 and Type 1-01 for asphalt base course of the APWA Standard Specifications.
The asphalt smoothness shall be in accordance with section 2211 of the APWA Standard Specifications for residential collectors (10 ft. straight edge).

This work shall be paid for at the contract unit price per square yard for "6” Asphalt Driveway” as listed in the Bid Form. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete this item of work

02528 CURB AND GUTTER

Curb and gutter shall be constructed in accordance with Section 2209 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to the Kansas City Metro Materials Board Specifications. All concrete shall be KCMMB4K. Copies can be obtained at:

http://www.kcmmb.orglSpecs/specs.asp

Payment will be made at the contract unit price per linear foot for "Concrete Curb and Gutter (CG-1)" as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

02529 CONCRETE SIDEWALK

Concrete sidewalk shall be constructed in accordance with Section 2301 of the APWA Standard Specifications.

Except as otherwise indicated on the drawings or modified or supplemented herein materials shall conform to the Kansas City Metro Materials Board Specifications. All concrete shall be KCMMB4K. Copies can be obtained at:

http://www.kcmmb.orngpecs/specs.asp

Payment will be made at the contract unit price per square foot for "Concrete Sidewalk (4”)" as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

02549 MATERIALS TESTING

Asphalt Pavement shall be tested by personnel/testing lab approved by the City, for review by the City. **Two sets of tests** shall be performed for this project.

During production the plant shall have the following tests performed by an approved laboratory: AC content, extracted gradation, Marshall density, stability, voids, vma, vfa and max theoretical density.

Job site Mixture shall be sampled in accordance with ASTM D 979 and tested in accordance with AASHTO T 245. The mixtures will be tested for binder content in accordance with ASTM D 2172 or D 6307. The recovered aggregate will be sieved in accordance with ASTM D 5444.

Concrete Pavement shall be tested by ACI personnel/testing lab approved by the City, for review by the City. **Two sets of tests** shall be performed for this project. The City Engineer shall determine the exact time and location of the testing. The following procedures listed below will be performed for each concrete test.

Kansas Department of Transportation Specifications test methods.

KT-21 for slump
KT-18, KT-19 or KT-20 for air content
KT -22 cylinders (3 cylinders per test)
KT-20 for mass/yield

Additional testing required as indicated in sections 2200 and 2300 of the APWA Standard Specifications shall be considered subsidiary to the items for which they are used.

Payment will be made at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete these items of work.

02550 TRAFFIC CONTROL

Traffic control shall be in accordance with Section 2305 of the APWA Standard Specifications.

The Contractor shall provide proper signing and protective devices prior to beginning any construction activity and shall patrol the work areas as frequently as needed during each day and at the end of each working day. All traffic cones, signs, barricades, drums, and other devices shall be immediately and properly reset if they are accidentally moved.

All streets adjacent to the project will be open to traffic during the duration of construction. Access and egress from properties adjacent to the project shall be maintained at all times. All traffic control shall conform to the MUTCD.
Payment will be made for “Traffic Control" at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for furnishing, erecting, moving, maintaining, and removing all traffic control devices as proposed by the Contractor and approved by the City Engineer.

02580 SODDING

Sodding shall be in accordance with Section 2402 of the APWA Standard Specifications.

Payment will be made for “Surface Restoration" at the contract lump sum price as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

02700 PERMANENT PAVEMENT MARKINGS

Cold plastic pavement marking shall be applied in accordance with KDOT Standard Specification Section 806 for durable pavement marking material conforming to Section 2207. The pavement surface shall be prepared according to manufacturer's recommendations for the material used.

Payment will be made for “Pavement Marking" at the contract unit price per linear foot for the pavement marking items as listed in the Bid Form. Such payment shall constitute full compensation for all the labor, materials, and equipment necessary to complete the item.

EXHIBIT E

CONTRACTOR'S AFFIDAVIT ACKNOWLEDGING
FEDERAL LOBBYING ACTIVITIES AND
CONFLICT OF INTEREST PROHIBITION

1. 31 U.S.C.S. Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

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

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

The undersigned has read the foregoing and swears under penalty of perjury that the statements above are true and correct to the best of his information and belief.

_____
(signature)

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

EXHIBIT F

Kansas Department of Revenue
Tax Policy Group
915 SW Harrison St.
Topeka, KS 66612-1588

Telephone: 785-296-3081
FAX: 785-296-7928

STATE OF KANSAS
PROJECT COMPLETION CERTIFICATION

TO:_____

Name of Entity to whom Project Exemption Certificate was Issued

_____

Street Address City State Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under Exemption Certificate Number

_____ , issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(d),
(e) or (cc), as amended.

_____

Contractor / Subcontractor

_____

P.O. Box and/or Street Number and Name

_____

Street Address City State Zip Code

_____ _____

Signature and Title of Authorized Representative Date

INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the taxpayer for which the work was performed. A copy of this certification must also be forwarded to the address shown at the top of this form. All invoices must be retained by the contractor for a period of five years and are subject to audit by the Kansas Department of Revenue.

EXHIBIT G

CONTRACTOR'S AFFIDAVIT OF COMPLAINCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

1. The Contractor hereby swears and certifies that:

   (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, disability, national origin, ancestry or age;

   (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 Kansas Human Rights Commission (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 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

   (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; and

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

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

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

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

2. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

_____
(signature)

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

EXHIBIT H

INSURANCE REQUIREMENTS

1. Contractor/Designer agrees to procure and carry, at its sole cost, until completion of this Agreement and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 Owner reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification,** must be received by Owner prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor/Designer shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Owner.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor/Designer, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice **("endeavor to notify" language is not acceptable)** to Owner and other required additional insureds, and Contractor/Designer shall submit to Owner, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor/Designer shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Agreement covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of $1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor/Designer shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers'

Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than $500,000.00 per occurrence and $1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor/Designer.

2.7 Commercial General Liability Insurance. Contractor/Designer shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of Owner's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Agreement, including personal injury, death and property damage. Each Project shall maintain minimum limits of $2,000,000.00 per occurrence and $2,000,000.00 aggregate.

2.8 Excess Liability. Contractor/Designer shall maintain Excess Liability coverage on an umbrella form with minimum limits of $2,000,000.00 per occurrence and $2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Owner and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. Owner and any other person or entity required by the Agreement, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor/Designer's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations; provided that, the maximum and minimum coverage limit shall be $500,000.00 per occurrence. Contractor/Designer shall use I SO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 10/01), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTORY. Contractor/Designer further agrees to indemnify Owner, if by providing coverage in excess of the 500,000.00, the Contractor/Designer causes the Owner to suffer a loss through a waiver of the Kansas Torts Claim cap on immunity.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor/Designer's liability with respect to its performance of the Agreement.

4. Subcontractors' Insurance. Contractor/Designer shall require all those subcontractors providing equipment, materials or services directly to Contractor/Designer in connection with this Agreement to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor/Designer shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide Owner with such certificates and endorsements. Contractor/Designer shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor/Designer shall have obtained in writing from Owner a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor/Designer shall protect, defend and save Owner harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Agreement selected by Contractor/Designer, and further agrees to pay all loss and expense incurred by Owner by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Agreement is entered with a Contractor, and any design or other professional services are included in the Agreement, Contractor/Designer shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Agreement. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

6.1. If the Agreement is entered with a Designer, Designer shall provide coverage at least as favorable to Owner as that specified in paragraph 6, above.

6.2 With respect to any Professional Liability insurance, Contractor/Designer agrees as follows:

.1 upon receipt of notice of any claim in connection with the Agreement, to promptly notify Owner, providing full details thereof, including an estimate of the amount of loss or liability.

.2 promptly notify Owner of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Agreement.

.3 In the event that Owner shall determine that the Contractor/Designer's aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor/Designer shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to Owner.

EXHIBIT I

BILL OF SALE

SELLER: _____
_____
_____

In consideration of payments made by _____ ("Buyer") referenced in the agreement dated _____, 20____, receipt of which is hereby acknowledged, Seller declares and certifies that it now possesses, and does hereby grant, sell, transfer and deliver to Buyer all right, title and interest in the following goods:

Buyer to have all right and title to the goods in himself and his executors, administrators and assigns forever and Seller, on behalf of itself, its successors and assigns, will warrant and defend the title to said goods and chattels hereby sold unto Buyer, its successors and assigns, forever, against the lawful claims and demands of all persons. It is expressly understood and agreed that the acceptance of the goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty or any other cause under the agreement referenced above or at law.

IN WITNESS WHEREOF, Seller has executed this Agreement the ____ day of _____, 20____.

Seller: _____

By: _____

Title: _____

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

_____
Notary Public in and for said County and State

My commission expires:

_____

EXHIBIT J

BAILMENT AGREEMENT

BAILOR:

_____
_____
_____

BAILEE: Contractor/Subcontractor/ Supplier

_____
_____
_____

LOCATION OF STORAGE:

The goods and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Contractor/Subcontractor/Supplier, and Owner, for Work to be performed at
_____
_____
_____. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

1. To keep said goods and materials at the above mentioned address, separate and apart from all other goods and identified as subject to this bailment,

2. To keep said goods and materials fully insured against all risk of physical loss or damage,

3. To keep said goods protected from the weather, commingling, vandalism and/or diversion from said Project, and

4. To deliver said goods and materials to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor and no other. The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien upon, said goods and materials.

QUANTITY	DESCRIPTION OF ITEM

Receipted and Acknowledged:

Contractor/Supplier (Bailee)

Dated:_____

By:_____
Authorized Signature

EXHIBIT K

CONDITIONAL PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: $_____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:
_____
_____
_____
_____
_____
_____

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:
_____
_____

_____
_____
_____
_____

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of $_____, the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract, through the date of last work covered by the payment application stated above. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR:_____

By:_____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

EXHIBIT L

CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: _____, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property":_____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: $_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:
_____
_____
_____

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned , contingent upon the issuance, final clearance and payment of $_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR:_____
_____

By:_____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____
Notary Public in and for said County and State Commission Expires

fairway, KS
THE CITY OF TREES

Department of Public Works

August 26, 2020

Mayor Melanie Hepperly
City Council
City of Fairway

Re: 2020 Stormwater Management Plan

Background: Our National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit issued by Kansas Department of Health and Environmental (KDHE) went into effect on October 1st, 2004 and lasted until September 30th, 2009.

For the last couple of years, we (as well as the rest of Kansas) have been working off of our old permit while KDHE developed new criteria for the next permit. The new permit went into effect in February of this year and will last until October of 2019. The biggest change in the renewal permit is a "points" system for annual compliance (instead of benchmarks) and the adoption of a new Stormwater Management Plan (attached).

Director Stogsdill used a model Stormwater Management Plan provided by Johnson County and revised it to fit Fairway with review by Johnson County Stormwater Management Program.

Recommendation: Staff recommends that the proposed Stormwater Management Plan be approved by the Governing Body.

Bill Stogsdill
Director of Public Works
City of Fairway, KS
bstogsdill@fairwaykansas.org

Fairway, Kansas
Stormwater Management Plan
January 1, 2021 through January 31, 2024

Date: **September 14, 2020**

Federal Permit No. KSR410005

Submitted in Compliance with Kansas Permit No. M-MO34-SU01

Date**: Submittal Date (January 1, 2021)**

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SECTION 1: INTRODUCTION

This document is a Stormwater Management Plan (SMP, or the "Plan") created to help reduce the discharge of pollutants in stormwater runoff from the Municipal Separate Storm Sewer System (MS4) within regulated areas of Fairway, Kansas (Map of permitted area included in Appendix A). It outlines stormwater program activities, monitoring requirements, reporting requirements, and responsible parties for implementing this work.

This plan was prepared in compliance with Kansas Permit Number M-MO34-SU01 (hereinafter "the permit") issued to the City by the Kansas Department of Health and Environment (KDHE) to fulfill requirements of the Clean Water Act.

Permit Effective Date: October 1, 2019

Permit Expiration Date: September 30, 2024

The SMP is designed to:

1. Reduce the discharge of pollutants from the MS4 to the Maximum Extent Practicable (MEP),
2. Implement the Six (6) Minimum Control Measures as listed in Part I Section C of the permit,
    a. The Six Minimum Control Measures are:
        i. Public Education and Outreach,
        ii. Public Participation and Involvement,
        iii. Illicit Discharge Detection and Elimination,
        iv. Construction Site Stormwater Runoff Control,
        v. Post-Construction Stormwater Management in New Development and Redevelopment Projects, and,
        vi. Pollution Prevention/Good Housekeeping for Municipal Operations.
3. Implement Best Management Practices (BMPs) to reduce to the MEP the discharge of the Total Maximum Daily Load (TMDL) regulated pollutants from the MS4 to the watershed of the impaired stream and/or lake as listed in the Permit.
4. And, satisfy the requirements of the permit, the Clean Water Act, and the Kansas surface water quality statutes and regulations.

Implementation of BMPs consistent with the provisions of the SMP document and this permit constitutes compliance with the standard of reducing pollutants to the Maximum Extent Practicable.

Overall responsibility for coordination of activities outlined in this Plan, and for reporting will be by the Fairway Public Works Department and submitting all documents (Stormwater Management Plan (and updates) and Annual Report) to KDHE.

SECTION 2: SIX MINIMUM CONTROL MEASURES

This section describes the six minimum water quality protection control measures that are required by all MS4 permits. They include the following:

1. Public Education and Outreach
2. Public Involvement and Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Stormwater Runoff Control
5. Post-Construction Stormwater Management in New Development and Redevelopment
6. Pollution Prevention/Good Housekeeping for Municipal Operations

2.1 MINIMUM CONTROL MEASURE 1 (MCM 1) - PUBLIC EDUCATION AND OUTREACH

Description

MCM 1 consists of implementing a public education program to inform individuals, businesses, and organizations about the impacts of stormwater discharges on surface water quality and how they can help reduce pollutants in stormwater runoff. This may include distribution of educational materials to the community and/or conducting outreach activities.

Benefit

An informed public increases awareness of water quality issues in both residents and businesses, creates opportunities for the public to take direct action to improve the health and sustainability of their community, and builds support for program goals making initiatives more effective.

Compliance

Compliance with the public education and outreach minimum control measure requires implementation of BMPs in Part I., Section C.1 of the Permit for a minimum of 4 points total on an annual basis for each calendar year 2021 and 2022. The minimum point total requirement increases to 7 points beginning in year 2023.

A table containing the BMP summary, the measurable goal, the implementation schedule, and points per activity is included in Appendix B: Table 1.

A short description of each planned BMP is included in the table below.

Table 1. Planned BMPs to meet MCM 1 requirements.

BMP ID	BMP Summary	Points per year			
		2021	2022	2023	2024
P Ed & 0 - 01	Maintain a stormwater webpage for the permittee.	3	2	2	2

P Ed & 0 - 02	Distribute educational materials (either flyers, brochures, catalog mailings, handouts, or e-mails) addressing various pertinent stormwater public education topics.	2	2	2	2
P Ed & 0 - 05	Post the municipality's MS4 permit and SMP document on either the stormwater web page or the municipal webpage.	1	1	1	1
P Ed & 0 - 06	Provide either a stormwater telephone hotline or web based or text message method for public reporting of illicit discharges.	2	2	2	2
	Total points per year	*8*	*7*	*7*	*7*

2.2 MINIMUM CONTROL MEASURE 2 (MCM 2) - PUBLIC INVOLVEMENT AND PARTICIPATION

Description

This minimum control consists of creating opportunities for individuals and organizations to provide public comment and recommendations regarding BMPs and measurable goals and participate in the development and implementation of BMPs to reduce the contamination of stormwater. This program must also comply with state and local public notice requirements.

Benefit

The goal of the stormwater management plan is to improve water quality in local lakes and rivers, which provides benefits to the entire community. As such, the community deserves to have an opportunity to voice opinions on the content of the plan. Further, input into decisions builds support for and ownership in outcomes. MCM 2 also provides opportunity to the community to participate in activities, such as park or stream bank clean-up events, that help to remove pollutants from the MS4.

Compliance

Compliance with the public involvement and participation minimum control measure requires implementation of BMPs in Part I., Section C.2 of the Permit for a minimum of 3 points total on an annual basis for each calendar year 2021 and 2022. The minimum point total requirement increases to 6 points beginning in year 2023.

A table containing the BMP summary, the measurable goal, the implementation schedule, and points per activity is included in Appendix B: Table 2.

A short description of each planned BMP is included in the table below.

Table 2. Planned BMPs to meet MCM 2 requirements

BMP ID	BMP Summary	Points per year			
		2021	2022	2023	2024
P I/P - 03	Hold park or stream bank clean-up events for public volunteers to aid municipal staff in removing trash, debris, or pollutant sources from the selected clean-up area.	3	3	3	3
P I/P - 05	Provide at least two events for residents to engage in cleanup activities and improve water quality in the municipality.			3	3
P I/P - 06	Establish a program to encourage residents to install stormwater treatment best management practices on their property.	2	2	2	2
	Total points per year	*5*	*5*	*8*	*8*

2.3 MINIMUM CONTROL MEASURE 3 (MCM 3) - ILLICIT DISCHARGE DETECTION AND ELIMINATION

Description

This minimum control consists of developing, implementing, and enforcing a program to detect and eliminate illicit wastewater discharges or other non-stormwater discharges into the storm sewer system. KDHE requires this program to include, at a minimum:

- Developing a storm sewer system map of the permitted MS4 showing the location of all outfalls, either pipes or open channel drainage, and showing the names and locations of all streams or lakes that receive discharges from those outfalls.
- Enacting and enforcing an ordinance or resolutions to prohibit non-stormwater discharges into the storm sewer system. The City of Fairway passed pollution prevention regulations Ordinance 1384 September 11, 2006 to regulate unlawful discharges into streams and the storm drain system.
- Informing public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.
- Developing and implementing a plan to detect and address prohibited non-stormwater discharges.

Benefit

Direct discharges of waste streams can present significant localized impacts to both public health and the environment. Developing legal, technical, and educational means to eliminate illicit discharges provides direct benefits to water quality, the environment, and public health.

Compliance

Compliance with the illicit discharge detection and elimination minimum control measure requires implementation of BMPs in Part I., Section C.3 of the Permit for a minimum of 5 points total on an annual basis for each calendar year 2021 and 2022. The minimum point total requirement increases to 7 points beginning in year 2023.

A table containing the BMP summary, the measurable goal, the implementation schedule, and points per activity is included in Appendix B: Table 3.

A short description of each planned BMP is included in the table below.

Table 3. Planned BMPs to meet MCM 3 requirements

BMP ID	BMP Summary	Points per year			
		2021	2022	2023	2024
ID D & E - 03	Develop a spill response plan and, if appropriate, coordinate emergency response with other agencies or organizations.	3	2	2	2

ID D & E - 04	Implement a program to evaluate MS4 outfalls to identify illicit discharges. Inspect at least 5% of the known MS4 outfalls during a calendar year and evaluate the ones which have dry weather discharges. Evaluate the water quality of the dry weather discharges to recognize non stormwater contributions and trace the source of any illicit discharge.	1	1	1	1
IDD&E - 05	Distribute a letter (or flier) and/or e-mail along with a press release from a municipal official with the intent of reaching every resident and business in the MS4 permit area. The distributed documents shall provide information on how to avoid illicit discharges to the MS4, i.e., proper disposal methods for common substances or materials often discharged illicitly. Provide a link to the municipal website where applicable ordinances and disposal guidance are posted.	2	2	2	2
ID D & E - 07	Implement a Household Hazardous Waste Collection Program (HHWCP) or document others have implemented such a program to provide such service to all property owners or residents located within the permit area.	3	3	3	3
	Total points per year	*7*	*8*	*8*	*8*

2.4 MINIMUM CONTROL MEASURE 4 (MCM 4) - CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

Description

This minimum control includes developing, implementing, and enforcing a program to reduce pollutants in any stormwater runoff to the MS4 for construction sites disturbing one acre or more, including areas that are less than one acre but are part of a larger common plan for development that disturbs one or more acre. KDHE requires this program to include:

- Where permittees have the authority to do so, ordinances or resolutions shall be enacted to require erosion and sediment controls, as well as sanctions to ensure compliance. The City of Fairway passed erosion and sediment control regulations Ordinance 1409 on September 10, 2007 to regulate runoff pollution from active construction sites disturbing more than one acre.
- Requirements for construction site owners or operators to implement erosion and sediment control BMPs.
- Requirements for construction site owners or operators to control waste at construction sites that are likely to cause adverse impacts to water quality.
- Procedures for site plan review which incorporate consideration of potential water quality impacts.
- Procedures for receipt and consideration of information submitted by the public.
- Procedures for site inspection and enforcement of control measures.

Benefit

If left uncontrolled, land disturbance activities can generate significant loads of sediment which can impact both adjoining properties and downstream water bodies. Fortunately, effective controls are easy and cost-effective to implement.

Compliance

Compliance with the construction site stormwater runoff control minimum control measure requires implementation of BMPs in Part I., Section C.4 of the Permit for a minimum of 4 points total on an annual basis for each calendar year 2021 and 2022. The minimum point total requirement increases to 6 points beginning in year 2023.

A table containing the BMP summary, the measurable goal, the implementation schedule, and points per activity is included in Appendix B: Table 4.

A short description of each planned BMP is included in the table below.

Table 4. Planned BMPs to meet MCM 4 requirements

BMP ID	BMP Summary	Points			
		2021	2022	2023	2024
CS SR C - 01	Implement a requirement for a Soil Erosion and Sediment Control(SESC) Plan for any land Disturbance sites which are either equal to or greater than 1 acre or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more.	3	2	2	2
CS SR C - 02	Develop and adopt a design manual for erosion and sediment control BMPs which are required to be used on sites which will be disturbed and are either equal to or greater than 1 acre or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more.	3	2	2	2
CS SR C - 03	Provide access to at least one training class for contractors, developers or others involved with land disturbance projects which provides training on requirements for a Stormwater Pollution Prevention Plan (SWP2 Plan) and implementation of appropriate BMPs.	3	3	3	3
CS SR C - 04	Develop a site plan review process which considers potential water quality impacts which may occur during construction as well as post construction impacts.	3	2	2	2
CS SR C - 05	Establish effective requirements for construction sites to control wastes. Develop through ordinance or other enforceable means requirements for construction site operators or owners to control wastes. At a minimum control shall be imposed to prevent entry into the MS4 for the following wastes: discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste.	3	2	2	2
C S SR C - 06	Develop written procedures for inspection of construction sites. Develop a Stormwater Construction Site Inspection Guide for use by municipal inspectors.	3	2	2	2
	Total points per year	*18*	*13*	*13*	*13*

2.5 MINIMUM CONTROL MEASURE 5 (MCM 5) - POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

Description

This minimum control requires the development, implementation, and enforcement of a program to address post-construction stormwater runoff controls from both new development and redevelopment sites after development sites disturbing one acre or more, including projects that are less than one acre but are part of a larger common plan for development that disturbs one or more acre. KDHE requires the program to include:

- For permitees that have the authority, ordinances or resolutions to address post-construction runoff from new development and redevelopment projects to the extent allowable under state and local law.
- BMPs to prevent or minimize adverse water quality impacts.
- Strategies which include a combination of structural and/or non-structural BMPs appropriate for the municipality.
- Means to ensure adequate long-term operation and maintenance of BMPs.

Benefit

Conversion of native landscape to developed landscape increases both the volume of runoff and pollutant loads in stormwater. The consequences can include erosion, flooding, and pollution, impacting both downstream property owners and public infrastructure. Stormwater controls included in development sites can help reduce impacts and costs to both private property owners and the public.

Compliance

Compliance with the post-construction stormwater management in new development and redevelopment minimum control measure requires implementation of BMPs in Part I., Section C.5 of the Permit for a minimum of 4 points total on an annual basis for each calendar year 2021 and 2022. The minimum point total requirement increases to 6 points beginning in year 2023.

A table containing the BMP summary, the measurable goal, the implementation schedule, and points per activity is included in Appendix B: Table 5.

A short description of each planned BMP is included in the table below.

Table 5. Planned BMPs to meet MCM 5 requirements

BMP ID	BMP Summary	Points			
		2021	2022	2023	2024
P-C SM - 01	Develop and adopt a custom design manual for Post-Construction Stormwater Management which specifies various structural BMPs required for new development and re-development construction sites which are greater than 1 acre or for where there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more. Alternatively, adopt and implement the APWA 5600 Stormwater Design Criteria and the MARC/APWA BMP Manual.	6	5	5	5
P-C S M - 05	Develop and implement a program for inspection of permittee owned structural BMPs which includes implementation of needed maintenance to ensure long-term operation of the BMPs	3	2	2	2
	Total points per year	*9*	*7*	*7*	*7*

2.6 MINIMUM CONTROL MEASURE 6 (MCM 6) - POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

Description

MCM 6 requires the development and implementation of an operation and maintenance and training program to reduce and prevent stormwater pollution from public facility operations such as park and open space maintenance, fleet and building maintenance, new construction and land disturbance, and stormwater system maintenance.

Benefit

Leading by example on public facilities and projects provides an opportunity to demonstrate and teach proper techniques to other landowners, and it is available on a routine and ongoing basis.

Compliance

Compliance with the post-construction stormwater management in new development and redevelopment minimum control measure requires implementation of BMPs in Part I., Section C.5 of the Permit for a minimum of 4 points total on an annual basis for each calendar year 2021 and 2022. The minimum point total requirement increases to 6 points beginning in year 2023.

A table containing the BMP summary, the measurable goal, the implementation schedule, and points per activity is included in Appendix B: Table 6.

A short description of each planned BMP is included in the table below.

Table 6. Planned BMPs to meet MCM 6 requirements.

BMP ID	BMP Summary	Points			
		2021	2022	2023	2024
P P/G H - 04	Implement a program, with guidance to municipal staff or third-party contractors, to ensure any municipal vehicle or other mechanical equipment washing is conducted in a manner which ensures the wash water is disposed of in the sanitary sewer or otherwise receives proper treatment prior to discharge to the environment.	2	1	1	1
P P/G H - 05	Implement a program for street sweeping in which the street sweepings are collected and disposed of properly or recycled/reused if possible.	3	2	2	2
P P/G H - 06	Develop an employee training program to ensure permittee's staff understand what actions they can take in the workplace to minimize stormwater pollution.	1	1	1	1
P P/G H - 08	Develop, implement and keep updated an online storm sewer map accessible to the public.	3	2	2	2
	Total points per year	*9*	*6*	*6*	*6*

SECTION 5: Permit Compliance Activities and Schedules

Year 2019:

- Annual report for 2018 submitted to KDHE by February 28, 2019
- Permittee must submit required information for water quality monitoring locations (Johnson County Stormwater Management Program is responsible for the City's monitoring program)

Year 2020:

- Annual report for 2019 submitted to KDHE by February 28, 2020

Year 2021:

- Updated Stormwater Management Plan submitted to KDHE by February 28, 2021
- Annual report for 2020 submitted to KDHE by February 28, 2021
- The City must implement sufficient listed BMPs to achieve minimum point requirements for 2021.

Year 2022:

- Annual report for 2021 submitted to KDHE by February 28, 2022
- The City must implement sufficient listed BMPs to achieve minimum point requirements for 2022.

Year 2023:

- Annual report for 2022 submitted to KDHE by February 28, 2023
- Provide report (in PDF format) on effectiveness of source controls and structural BMPs to attenuate pollutant discharge and achieve the measurable goals as well as a summary of water quality data from stream monitoring sites. The report must be submitted to KDHE with the 2022 Annual Report by February 28, 2023.
- The City must implement sufficient listed BMPs to achieve minimum point requirements for 2023.

Year 2024:

- Annual report for 2023 submitted to KDHE by February 28, 2024
- The City must implement sufficient listed BMPs to achieve minimum point requirements for 2023.

SECTION 6: Modifications to the Stormwater Management Plan

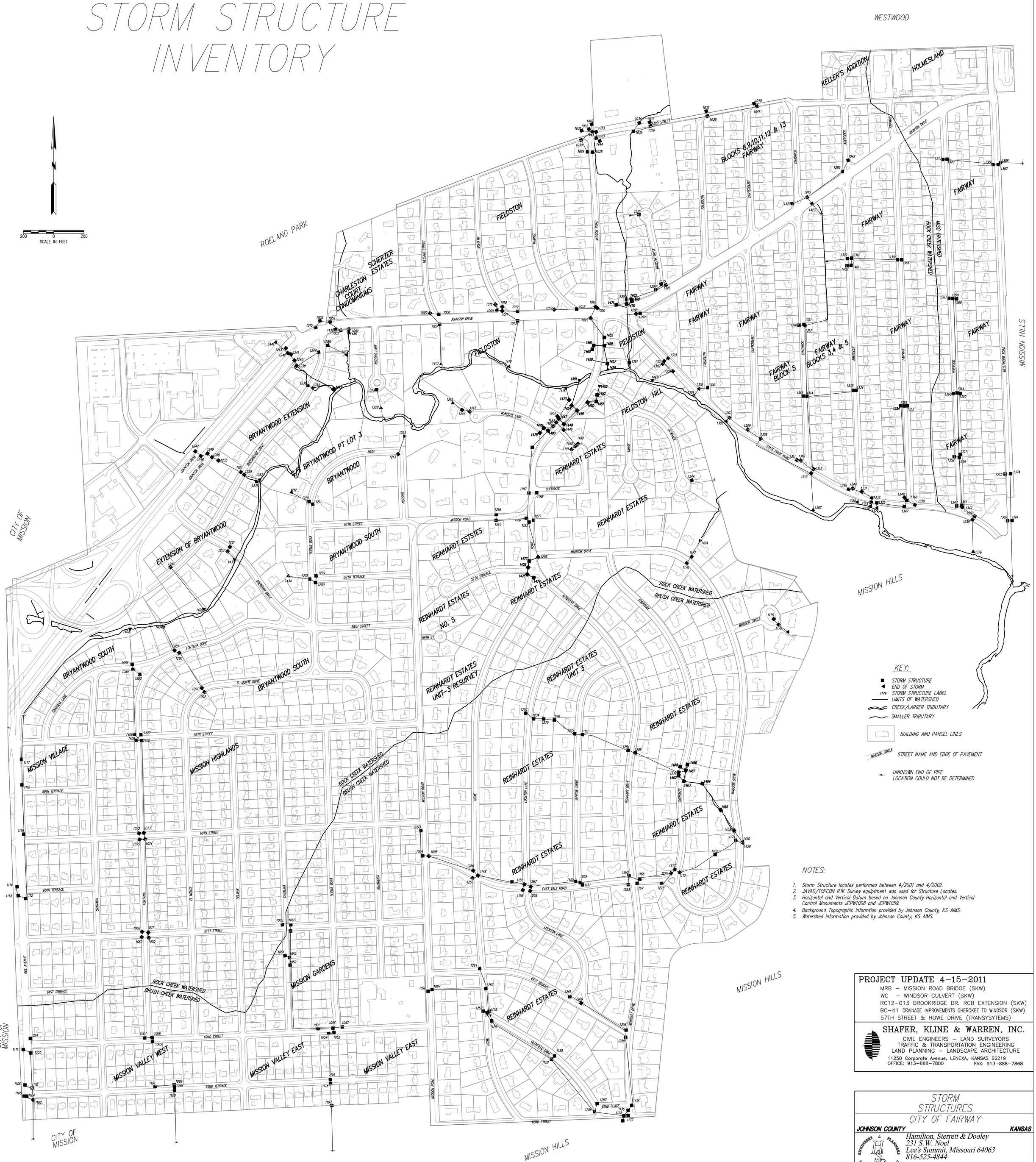
This SMP will be evaluated annually and modifications to the Plan, if any, will be submitted with the annual report.

For minor BMPs modifications/replacement: Within 60 days of a determination by the permittee or date of written notification from KDHE, the permittee shall modify the BMP if modifications are needed to maintain a program in compliance with this permit.

For major BMP modifications/replacement: These major modifications are defined as ones which normally take more than 60 days to construct and/or implement. Within 60 days of a determination by the permittee or date of notification from KDHE, the permittee shall provide a plan and schedule for the update/replacement of the BMP. The plan and schedule are subject to KDHE approval.

Appendix A

STORM STRUCTURE INVENTORY



KEY:

- STORM STRUCTURE
- END OF STORM
- 1174 STORM STRUCTURE LABEL
- LIMITS OF WATERSHED
- CREEK/LARGER TRIBUTARY
- SMALLER TRIBUTARY
- BUILDING AND PARCEL LINES
- WINDSOR CIRCLE STREET NAME AND EDGE OF PAVEMENT
- UNKNOWN END OF PIPE LOCATION COULD NOT BE DETERMINED

NOTES:

1. Storm Structure locates performed between 4/2001 and 4/2002.
2. JAVAD/TOPCON RTK Survey equipment was used for Structure Locates.
3. Horizontal and Vertical Datum based on Johnson County Horizontal and Vertical Control Monuments JCPW1008 and JCPW1059.
4. Background Topographic information provided by Johnson County, KS AIMS.
5. Watershed information provided by Johnson County, KS AIMS.

PROJECT UPDATE 4-15-2011

MRB – MISSION ROAD BRIDGE (SKW)
WC – WINDSOR CULVERT (SKW)
RC12-013 BROOKRIDGE DR. RCB EXTENSION (SKW)
BC-41 DRAINAGE IMPROVEMENTS CHEROKEE TO WINDSOR (SKW)
57TH STREET & HOWE DRIVE (TRANSYSYTEMS)

SHAFER, KLINE & WARREN, INC.
CIVIL ENGINEERS – LAND SURVEYORS
TRAFFIC & TRANSPORTATION ENGINEERING
LAND PLANNING – LANDSCAPE ARCHITECTURE
11250 Corporate Avenue, LENEXA, KANSAS 66219
OFFICE: 913-888-7800 FAX: 913-888-7868

STORM STRUCTURES
CITY OF FAIRWAY
JOHNSON COUNTY KANSAS

Hamilton, Sterrett & Dooley
231 S.W. Noel
Lee's Summit, Missouri 64063
816-525-4844

DESIGNED	JDH	CHECKED	RPD
DETAILED	MAM	DWG. NO.	01-018
SCALE	1"=200"	DATE	APRIL 3, 2002

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Apr 25,2014 10:17am

Appendix B

Appendix A- Table 1. Planned BMPs for Public Education and Outreach (MCM 1) compliance.

BMP ID	BMP Summary	Measurable Goal	Implementation Time Schedule etc.	Points	2021	2022	2023	2024
P Ed & 0 - 01	Maintain a stormwater webpage for the permittee.	Maintain the webpage with up to date information with all links effective and valid information. Check all links and update website as necessary on a minimum monthly basis. Document monthly checks in log book and indicate changes with logged summaries.	The webpage must be available throughout the year once it is posted and initially made available. In the initial year posted it must be available for a minimum of 3 months to qualify for the points. In subsequent calendar years the points may be claimed if the webpage has been maintained throughout the twelve months.	3 points may be claimed in the first year implemented, and 2 points may be claimed for each successive year the webpage is maintained available.	3	2	2	2
P Ed & 0 - 02	Distribute educational materials (either flyers, brochures, catalog mailings, handouts, or e-mails) addressing various pertinent stormwater public education topics.	Number of all flyers, brochures, catalog mailings, handouts, or e-mails distributed in a year shall equal or exceed the most recent U.S. Census Bureau decennial housing units value for the permit area. The applicable U.S. Census housing units value shall be documented, and the number of flyers, brochures, or e-mails distributed shall also be documented. This information and copies of the flyers, brochures, or e-mails shall be retained on file.	Either flyers, brochures, catalog mailings, handouts, or e-mails are to be distributed in at least two separate batches, ideally in separate seasons (either winter, spring, summer or fall). However, the required number of flyers, brochures, or e-mails must be distributed in a single calendar year and the points can be claimed for that year.	2 points may be claimed in a year in which the required number of flyers, brochures, catalog mailings, handouts , or e-mails are distributed.	2	2	2	2
P Ed & 0 - 05	Post the municipality's MS4 permit and SMP document on either the stormwater web page or the municipal webpage.	The two documents must be posted for at least six months of the year to claim one point.	Months for which the posting occurs must be within the year for which points are claimed. No "carryover" of months from one year to the next.	1 point may be claimed for posting each year (minimum of at least six months).	1	1	1	1
P Ed & 0 - 06	Provide either a stormwater telephone hotline or web based or text message method for public reporting of illicit discharges.	Respond to all reported complaints within 10 days and, if found valid, resolve or establish a schedule for resolution within 20 days. Actual resolution may take more than 20 days, but the schedule for resolution must be finalized and the efforts to implement resolution must begin within 20 days following receipt of complaint. Document complaints and response/resolution process for all complaints received in the year. Resolution of an illicit discharge can include, but is not limited to; elimination of the discharge; on- site treatment to allow discharge to the MS4 (normally requires an NPDES permit); redirecting the discharge to a location that the discharge is not considered illicit, i.e., sanitary sewer or to holding tanks to allow the waste to be hauled off for appropriate treatment, reuse/recycle or disposal.	The hotline/reporting system must be available to the public for at least six months in the year to claim the points.	2 points may be claimed for each year the hotline/ reporting system is maintained and available. An additional point may be claimed for each illicit discharge resolved in the year up to a limit of 2 additional points per year. One point allowed per illicit discharge resolved.	2	2	2	2
P Ed & 0 - 08	Provide stormwater education for students at a school campus within K-12 (those grades present at the campus) within the permittee's jurisdiction or within 30 miles from this permit area. The training may be limited to the individual campus (local school buildings associated with a single address). This training does not need to be provided to the entire school system, e.g., USD. Alternately, funding stormwater BMP installations and/or field trips at the school campus will qualify.	Provide or fund an educator or speaker that will reach at least 5% of the K-12 students as normally attend school in the selected school campus. Alternately, the funding of BMPs at the school campus may provide for any of the following: -> Installation of BMPs at the school -> Stormwater related field trips -> Water quality stream sampling activities -> Rain gardens on school property -> Rain barrel workshops -> Rain garden workshops	All of the required students (5% minimum) in K-12 at the selected campus must be educated in a single year to qualify for the points in that year. Alternately, stormwater BMPs may be funded at a school campus where students may participate in installation or observe operation of BMPs. Any of the items listed under measureable goals qualify.	3 points may be claimed each year this BMP is implemented in compliance with the specified requirements (provide education and/or fund stormwater BMP installations at the school campus).	3	3	3	3
				Total points per year	11	10	10	10
				Minimum required points	**4**	**4**	**7**	**7**

Appendix A- Table 2. Planned BMPs for Public Participation and Involvement (MCM 2) compliance.

BMP ID	BMP Summary	Measurable Goal	Implementation Time Schedule, etc	Points	2021	2022	2023	2024
P I/P - 03	Hold park or stream bank clean-up events for public volunteers to aid municipal staff in removing trash, debris, or pollutant sources from the selected clean-up area.	Clean an area which must be equal to or greater than one acre or alternately at least 200 yards of streambank. Alternately, for municipalities with less than 500 population clean an area which must be equal to or greater than a quarter of an acre or alternately at least 100 feet of streambank.	At least one such clean-up activity must occur in the year for which points are claimed.	3 points may be claimed each year this BMP is implemented in compliance with the specified requirements .	3	3	3	3
P I/P - 05	Provide at least two events for residents to engage in cleanup activities and improve water quality in the municipality.	Provide at least two events in streams, streamside parks, areas adjacent to public waterways, and/or other green infrastructure/water resources. These events can be any of the following: Environmental restoration events, stream cleanups, tree plantings, or stream monitoring.	At least two events in compliance with the stated goals must be conducted within the year for which points are claimed.	3 points may be claimed each year this BMP is implemented in compliance with the specified requirements.			3	3
P I/P - 06	Establish a program to encourage residents to install stormwater treatment best management practices on their property.	Encouragement can include funding, grants, and other financial incentives, trainings and or giveaways. Stormwater treatment BMPs can include: rain barrels, rain gardens, native plantings, native trees, cisterns and vegetated swales. Record participation numbers annually.	One or more of the listed methods of encouragement must be implemented in the year for which points are claimed.	2 points may be claimed each year this BMP is implemented in compliance with the specified requirements, with the addition of 1 additional point (for a total of 3 points in the year) each year that participation increases 10% from the previous year.	2	2	2	2
				Total points per year	5	5	8	8
				Minimum required points	3	3	6	6

Appendix A- Table3. Planned BMPs for Illicit Discharge Detection and Elimination (MCM 3) compliance.

BMP ID	BMP Summary	Measurable Goal	Implementation Time Schedule, etc	Points	2021	2022	2023	2024
ID D & E - 03	Develop a spill response plan and, if appropriate, coordinate emergency response with other agencies or organizations.	The plan shall include, at a minimum, explanation of appropriate spill response activities for spills associated with vehicle accidents, at grade or above ground storage tanks, and vehicle fluids from mechanical equipment such as construction equipment, cars, or trucks. The written plan shall be maintained on file.	The plan may be implemented in any year and points claimed for the initial implementation or for each year the plan remains effective.	3 points may be claimed **in** the year initially implemented, and 2 points may be claimed for each successive year the plan remains effecitve.	3	2	2	2
ID D & E - 04	Implement a program to evaluate MS4 outfalls to identify illicit discharges. Inspect at least 5% of the known MS4 outfalls during a calendar year and evaluate the ones which have dry weather discharges. Evaluate the water quality of the dry weather discharges to recognize non- stormwater contributions and trace the source of any illicit discharge.	When at least 5% of the known MS4 outfalls are inspected and for which at least one outfall was identified as discharging (entirely or partially) flow from an illicit discharge, the allotted points may be claimed in the year when the illicit discharge is eliminated. Document the MS4 outfalls inspected, the outfalls with dry weather discharges and the MS4 outfalls associated with illicit discharges.	The evaluation of a group of at least 5% of the known MS4 outfalls may be completed all in one year or may occur in up to two consecutive years and a point can be claimed. The larger number of points may be claimed only for the year in which the illicit discharge(s), associated with this group of evaluated outfalls is/are eliminated.	1 point may be claimed in the year when a total of at least 5% of the known MS4 outfalls are finally inspected, and 2 additional points may be claimed in which the illicit discharge(s), associated with this group of evaluated outfalls is/are eliminated.	1	1	1	1
ID D & E - 07	Implement a Household Hazardous Waste Collection Program (HHWCP) or document others have implemented such a program to provide such service to all property owners or residents located within the permit area.	Document the residents and property owners within the MS4 permit area were able to dispose of such wastes at the HHWCP during a calendar year. Retain this documentation on file.	The property owners or residents located within the permit area must be able to dispose of waste accepted by the HHWCP throughout a calendar year. Points may be claimed for any such year.	3 points may be claimed for any year in which this BMP was implemented in compliance with the requirements.	3	3	3	3
ID D & E - 10	Inspect, 5% of the MS4 system Stormwater inlets and/or outfalls within the permit area all conducted within a 12-month period to aid in identifying illicit discharges. If in a 12-month period 15% of the MS4 system inlets and/or outfalls are inspected a higher point value may be claimed in the year the required percentage of inspections are completed.	Generate a summary report of the inspection including the number of inlets and/or outfalls visually inspected , condition comments, illicit discharges identified and the results of efforts to eliminate illicit discharges, e.g., discharge line disconnected and redirected to the sanitary sewer or discharge practice terminated.	The inspection process can occur in a single calendar year or may be conducted over a period extending from one year into the succeeding year. Points may be claimed in the year when the televised and/or visual inspection of this portion of the MS4 system. Points may be claimed in the year when the televised and/or visual inspection of this portion of the MS4 system (either 2% or 15%) is completed.	3 points may be claimed for inspection of 2% of the **MS4** system *in* the year the required percentage of inlets and/or outfalls are finally inspected, alternately if 15% of the MS4 system is inspected, 5 points may be claimed.				
				Total points per year	7	6	6	6
				Minimum required points	5	5	7	7

Appendix A- Table 4. Planned BMPs for Construction Site Stormwater Runoff Control (MCM 4) compliance.

BMP ID	BMP Summary	Measurable Goal	Implementation Time Schedule, etc	Points	2021	2022	2023	2024
CS SR C - 01	Implement a requirement for a Soil Erosion and Sediment Control (SESC) Plan for any land Disturbance sites which are either equal to or greater than 1 acre or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more.	Enact a regulatory ordinance , or other enforceable measure that requires an SESC Plan for all developments disturbing sites which are either equal to or greater than 1 acre or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more.	Points may be claimed in the year the ordinance/enforceab le requirement first becomes effective, and for each full calendar year thereafter for which the ordinance/enforceab le requirement remains effective.	3 points may be claimed in the year the ordinance initially becomes effective, and 2 points may be claimed for each successive year thereafter for which the ordinance remians effective.	3	2	2	2
CS SR C - 02	Develop and adopt a design manual for erosion and sediment control BMPs which are required to be used on sites which will be disturbed and are either equal to or greater than 1 acre or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more.	Require implementation of BMPs in compliance with the design manual on all sites which meet the disturbed area standard as specified in the BMP Summary.	Points may be claimed for the year which the manual is initially adopted and implemented, and a reduced number of points may be claimed for subsequent years in which the manual remains implemented.	3 points may be claimed in the year the manual is initially implemented, and 2 points may be claimed for each successive year the manual remains effective.	3	2	2	2
CS SR C - 03	Provide access to at least one training class for contractors, developers or others involved with land disturbance projects which provides training on requirements for a Stormwater Pollution Prevention Plan (SWP2 Plan) and implementation of appropriate BMPs.	This training class must address all local requirements for a SWP2 Plan, requirements for implementation of BMPs and address the requirements for permits.	Points may be claimed for the year in which the training class is held.	3 points	3	3	3	3
CS SR C - 04	Develop a site plan review process which considers potential water quality impacts which may occur during construction as well as post construction impacts.	Review process must have written guidance for the reviewer. Issuance of a building permit or approval to start construction may not be provided until the site plan has successfully passed the review process either based on the initial site plan submittal or has been modified to comply with requirements identified during the review process. Measures must be included to enforce the installation of water quality BMPs included in the site plan.	Points may be claimed in the year the review process is initially developed and implemented. Also points may be claimed in each subsequent year the review process continues to be implemented.	3 points may be claimed in the year the review process is initially developed and implemented, 2 points may be claimed for each successive year the review process continues to be implemented.	3	2	2	2
CS SR C - 05	Establish effective requirements for construction sites to control wastes. Develop through ordinance or other enforceable means requirements for construction site operators or owners to control wastes. At a minimum control shall be imposed to prevent entry into the MS4 for the following wastes: -> discarded building materials -> concrete truck washout -> chemicals -> litter, and -> sanitary waste.	Enact ordinance or other effective means to achieve control of wastes at construction sites.	Points may be claimed in the year of enactment. Also points may be claimed in each subsequent year the method of effective control of construction site waste remains in effect.	3 points may be claimed in the year of enactment, 2 points may be claimed for each successive year the method of effective control of construction site waste remains in effect.	3	2	2	2
C S SR C - 06	Develop written procedures for inspection of construction sites. Develop a Stormwater Construction Site Inspection Guide for use by municipal inspectors.	The procedures document must address the administrative aspects associated with required inspections of construction sites, the issuance of inspection reports, notices of violations, and enforcement actions. The Inspection Guide must provide inspectors guidance on how to conduct a construction site stormwater inspection, the required procedures, and guidance on acceptable conditions of various BMPs employed on such sites, enforcement actions and/or reference of cases for enforcement by other municipal staff, guidance on photo log of the inspection and inspection checklists for use by the inspector.	Development of the written procedures and the Inspection Guide can occur in any year. Initial implementation can allow points to be claimed in that year and continued implementation can allow points to be claimed in subsequent years.	3 points may be claimed in the year of initial development, 2 points may be claimed for each successive year the written procedures and inspection guide continue to be utilized.	3	2	2	2
				Total points per year	18	13	13	13
				Minimum required points	4	4	6	6

Appendix A- Table 5. Planned BMPs for Post-Construction Stormwater Management for New Development and Re-development (MCM 5) compliance.

BMP ID	BMP Summary	Measurable Goal	Implementation Time Schedule, etc	Points	2021	2022	2023	2024
P-C SM - 01	Develop and adopt a custom design manual for Post-Construction Stormwater Management which specifies various structural BMPs which are required for new development and re-development construction sites which are greater than 1 acre for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more. Alternatively, adopt and implement the APWA 5600 Stormwater Design Criteria and the MARC/APWA BMP Manual.	The custom design manual shall impose requirements to achieve at least one of the following standards: -> Capture, at least, the first 0.5 inches of precipitation on the development/re-development site and utilize methods to prevent discharge off-site, including but not limited to: Retain on-site Infiltrate Evaporate Transpire Or beneficially reuse -> Through implementation of appropriate BMP(s) reduce the peak stormwater flow rate to a value equal to or less than the rate which would be experienced on the site prior to the development/re-development project based upon modeling a standard storm event, e.g. 1.0 inch- 6-hour event assuming saturated soil conditions. -> Other sizing or detention standards generally accepted by design engineers as adequate for the permitee's local. As an alternative to a custom design manual the APWA 5600 Stormwater Design Criteria and the MARC/APWA BMP Manual may be adopted and implememted. Measures must be included to enforce the installation of the various structural BMPs required.	Development of the design manual can occur in any year. Initial implementation can allow points to be claimed in that year and continued implementation can allow points to be claimed in subsequent years.	4 points may be claimed in the year of initial implementation of a custom design manual - alternately 6 points may be claimed in the year of initial implementation of the APWA 5600 stormwater design criteria and the MARC/APWA BMP Manual, 3 points may be claimed for each successive year compliance with the custom design manual is required/imple-mented. Alternately, 5 points may be claimed in each successive year the implementation of the APWA 5600 stormwater design criteria and the MARC/APWA BMP Manual is required/implemented.	6	5	5	5
P-C S M - 05	Develop and implement a program for inspection of permittee owned structural BMPs which includes implementation of needed maintenance to ensure long-term operation of the BMPs	The program shall requrie inspection of at least 10% of the structural BMPs on an annual basis. Identified maintenance activities shall be completed: 1. In the same year of inspection or 2. completed as dictated by the permittee's maintenance/O&M plan 3. or a written plan for completion of the necessary maintenance shall be completed in the same year of insepction with the objective for completion of the maintenance activity within 18 months.	The program shall be developed and implemented within a single year.	3 points my be claimed in the year the program is initially developed ad implemented, 2 points my be claimed for each successive year the program continues to be implemented.	3	2	2	2
				Total points per year	9	7	7	7
				Minimum required points	5	5	7	7

Appendix A- Table 6. Planned BMPs for Pollution Prevention/Good Housekeeping For Municipal Operations (MCM 6) compliance.

BMP ID	BMP Summary	Measurable Goal	Implementation Time Schedule, etc	Points	2021	2022	2023	2024
P P/G H - 04	Implement a program, with guidance to municipal staff or third-party contractors, to ensure any municipal vehicle or other mechanical equipment washing is conducted in a manner which ensures the wash water is disposed of in the sanitary sewer or otherwise receives proper treatment prior to discharge to the environment.	Maintain proper wash facilities for municipal staff to wash vehicles and/or equipment or implement a program which includes guidance to municipal staff to take vehicles and/or equipment to commercial wash facilities, either of which ensures the wash water is conveyed to the sanitary sewer, or otherwise receives proper treatment prior to discharge to the environment, and not discharged untreated to the MS4 or directly to the enviroment.	The guidance document must be finalized and implemented in the year which points are initially claimed.	2 points may be claimed in the year the guidance document is finalized and implemented, 1 point may be claimed for each successive year the guidance document continues to be implemented. 1 point may be claimed for each sucessive year the guidance document continues to be implemented.	2	1	1	1
P P/G H - 05	Implement a program for street sweeping in which the street sweepings are collected and disposed of properly or recycled/reused if possible.	All paved streets which can be swept shall be listed in the schedule for street sweeping. A log shall be maintained listing the street segments which are swept and, dates of sweeping and where the street sweepings are disposed or where the material was sent to be recycled and/or reused. Alternatively, for municipalities with less than 500 population street sweeping can be limited to sweeping the gutters. The log which must be maintained need only indicate the street segments which were swept in the year and confirm the sweepings were properly disposed or recycled and/or reused	At least 10% of the streets which are listed in the street sweeping schedule must be swept at least once in a year to claim points for the year. In years when street sweeping equipment is purchased for use by the permittee additional points may be claimed. Alternately, for municipalities with less than 500 population at least 5% of the street gutters which can be swept must be swept in a year to claim points for the year.	3 points may be claimed in the year at least 10% of the listed streets are swept and street sweeping equipment is purchased, 2 points may be claimed for each year at least 10% of the listed streets are swept or alternately for municipalities with less than 500 population if at least 5% of the street gutters which can be swept are swept in a year 2 points may be claimed.	3	2	2	2
P P/G H - 06	Develop an employee training program to ensure permittee's staff understand what actions they can take in the workplace to minimize stormwater pollution.	Provide guidance documents in the form of either fact sheets, flyers or e-mails to staff to coach them in appropriate actions they can take while working to minimize stormwater pollution. Alternately, provide in-person training or videos with sign-in- sheets for signature documentation of personal or video training. Retain copies of the guidance documents and/or sign-in-sheets. A log of when the guidance was distributed, or training was provided to staff should be maintained. Provide appropriate guidance and/or training to staff a minimum of twice per year.	For each year in which staff receive guidance documents or in-person training or video training on two separate dates, points may be claimed for the year.	In years when guidance documents or training (in-person or video) are provided on two separate dates 1 point may be claimed.	1	1	1	1
P P/G H - 08	Develop, implement and keep updated an online storm sewer map accessible to the public.	Map shall cover the entire MS4 within the permit area and include all the MS4 lines both pipe and open drainage (i.e. ditches) and shall also illustrate all impaired waterways (i.e. 303(d) listed and TMDL listed streams/rivers) with an indication of the listed impairment.	For each year in which the map is posted online points may be claimed. In the first year the map is posted it must be posted for at least six months for points to be claimed.	3 points may be claimed in the first year, 2 points may be claimed for each year thereafter for which the map remains posted.	3	2	2	2
				Total points per year	9	6	6	6
				Minimum required points	**4**	**4**	**6**	**6**

Appendix A- Table 7. Planned BMPs for Total Maximum Daily Load (TMDL) compliance.

BMP ID	BMP Summary	Measurable Goal	Implementation Time Schedule, etc	Points	2021	2022	2023	2024
TMDL -01	Install pet waste stations which include a glove/bag dispenser with signage and waste can to encourage pet waste disposal at either parks, trails, rest areas or other public lands owned by the permittee.	At least one pet waste station shall be installed at the selected park , trail, rest area or other public land. The station(s) shall include signage which encourages proper pet waste disposal/cleanup and a waste can.	In the year the Measurable Goal requirement is implemented the point may be claimed and for each year thereafter the pet waste stations remain in use.	1 point may be claimed for the year in which the Measurable Goal requirements are enacted, and 1 point may be claimed for each subsequent year the Measurable Goal requirements remain in effect.	1	1	1	1
TMDL - 04	Enact a stream buffer ordinance, resolution , or other enforceable requirement to impose stream buffer standards.	The enactment of stream buffer standards must include enforcement capability. Consider use of the EPA stream buffer model ordinance or similar such requirement.	The year the ordinance, resolution or other enforceable requirement is enacted points may be claimed. Also points may be claimed for subsequent years the ordinance, resolution or other enforceable requirement remains in effect.	3 points may be claimed for the year in which the ordinance, resolution or other enforceable requirement is enacted, 2 points may be claimed for each subsequent year it remains in effect.	3	2	2	2
TMDL - 05	Develop a pet waste brochure or flyer document to educate the public about animal waste contamination of stormwater. The document encourages pet owners to pick up their pet's waste. Alternately, post the document on social media or the municipal website.	The brochures or flyers are to be posted in various public buildings and distributed to the public throughout the year. In the year the number of documents shall equal or exceed the most recent U.S. Census Bureau decennial housing units value for the permit area. The applicable U.S. Census housing units value shall be documented, and the number of documents distributed shall also be documented. This information and copies of the documents shall be retained on file. Documents posted to social media or the website shall have the page copied and printed to retain on file.	The documents may be distributed in any fashion and at any time throughout the year. Documents posted on website(s) shall be posted for at least six months in the year. Documents posted on social media shall be posted six times within the year points are claimed.	1 point may be claimed in a year in which the required number of brochures and/or flyers are distributed, documents posted on social media or the website must be posted for at least as specified.	1	1	1	1
TMDL - 06	Distribute "Only Rain Down the Drain" door hangers or similar document.	Provide in portions of the permit area with suspected illicit discharges. In the year the number of documents distributed shall equal or exceed 10% of the most recent U.S. Census Bureau decennial housing units value for the permit area. The applicable U.S. Census housing units value shall be documented , and the number of documents distributed shall also be documented. This information and copies of the documents shall be retained on file.	The documents may be distributed in any fashion and at any time throughout the year. ***Alternately, the document may be posted to social media (at least three times in the year) or posted on the municipal website for a minimum of three months in the year to qualify for points***	2 points may be claimed in a year in which the required number of hangers or similar documents are distributed or alternately posted to social media or the municipal website for the required time.	2	2	2	2
				Total points per year	7	6	6	6
				Minimum required points	4	4	6	6

fairway, KS
THE CITY OF TREES

Department of Public Works

July 31, 2020

Mayor Melanie Hepperly
City Council
City of Fairway

Re: 2020 Stormwater System Inspection Project – Interlocal Agreement

The 2020 Stormwater System Inspection Project will consist of the CCTV inspection of Fairway's storm sewer network.

The Johnson County Board of County Commissioners has approved funding for this project, and it is in the previously approved Interlocal form. The funding from this project will come from the Stormwater Utility Fund.

Enclosed is the interlocal agreement for the project for Council consideration.

Bill Stogsdill, CPM, CPWP-M, PWLF
Director of Public Works
City of Fairway, KS
(913) 722-2822
bstogsdill@fairwaykansas.org

Agreement between
Johnson County and the City of Fairway
For a Stormwater System Inspection Project
known as 2020 Fairway Inspection Project
1-FA-2019-I-1

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Fairway (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.

2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.

3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.

4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system inspection project ("Inspection Project") for the stormwater management project identified as 2020 Inspection Agreement (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Inspection Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.

2. **Stormwater System Inspection Requirements.** The City shall conduct field investigations of qualifying stormwater system assets and make available to the Stormwater Management Program Manager, or his/her designee ("Manager"), the resulting data collected as part of the field investigations. Field investigations shall be performed by inspection service providers as mutually agreed to by the city and the Manager, or by qualified City personnel, or both, subject to the provisions of this agreement and the Policy and Procedures. The costs and expenses incurred by the City in connection with the Inspection Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an estimated risk score of 3.2 or higher by the Stormwater Management Program. Inspections of stormwater system assets shall assess at least the structural integrity of the asset and assign it a condition rating. If the city has an established rating system listed in table 2-6 of the 2018 Stormwater Strategic Asset Management Plan (SAMP), that city shall continue using that system or use the system outlined in table 2-5 of the SAMP. The system shown in Table 2-5 of the SAMP shall be used for cities not listed in table 2-6. Additionally, information required for a renewal project as documented in Table 2-2 of the SAMP shall be collected and made available to the Stormwater Management Program Manager, or his/her designee ("Manager"). The SAMP can be found at https://jocogov.org/sites/default/files/documents/PWK/SMP/FINAL%20Submittal_JOCO%20SMP%20SAMP%20Report.pdf or will be provided upon request.

3. **Estimated Cost of Inspection Project.** The parties acknowledge and agree that the City has established an estimated total cost for the inspection of eligible assets included in the Inspection Project of One Hundred Twelve Thousand Eight Hundred Seventy Dollars ($112,870) based upon assumed inspection unit costs provided by the Stormwater Management program or City staff's estimates and assumptions.

4. **Affected Municipalities.** The City agrees that it shall share the results of the inspections with adjacent municipalities if ownership of an asset is shared between multiple municipalities prior to submitting the results of the Inspection Project to the County.

5. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Inspection Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Inspection Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

   The City shall require adequate indemnity covenants and evidence of insurance from inspection service providers for loss or damage to life or property arising out of the engineering inspection provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than $1,000,000 professional liability coverage for inspection service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

6. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Inspection Project as follows:

   Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County detailing total Inspection Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

   The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan, or will be provided upon request.

   The County agrees to make payment to the City within thirty days following the Manager's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the inspection costs incurred for eligible assets.

7. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

   This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

8. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

If to the County:

Mr. Lee Kellenberger
Program Manager
Johnson County Public Works
1800 W. Old Highway 56
Olathe, KS 66061

If to the City:

Bill Stogsdill
Director of Public Works
City of Fairway
4717 Roe Parkway
Roeland Park, KS 66205

9. **Effective Date**. Regardless of the dates(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

Board of County Commissioners of Johnson County, Kansas	**City of Fairway**
_____	_____
Ed Eilert, Chairman	Melanie Hepperly, Mayor
Attest:	Attest:
_____	_____
Lynda Sader Deputy County Clerk	City Clerk
Approved as to Form:	Approved as to Form:
_____	_____
Robert A. Ford Assistant County Counselor	City Attorney

fairway, KS
THE CITY OF TREES

Department of Public Works

August 24, 2020

Mayor Melanie Hepperly
City Council
City of Fairway

Re: 2020 Stormwater System Inspection Project – Professional Services Agreement

In front of the Council for consideration is a professional services agreement between the City and TREKK Design Group LLC for the 2020 Stormwater System Inspection Project.

The Johnson County Board of County Commissioners has approved funding for this project, and it is in the previously approved Interlocal form. The funding from this project will come from the Stormwater Utility Fund.

Staff recommends approval of the professional services agreement.

Bill Stogsdill, CPM, CPWP-M, PWLF
Director of Public Works
City of Fairway, KS
(913) 722-2822
bstogsdill@fairwaykansas.org

AGREEMENT FOR PROFESSIONAL OR TECHNICAL SERVICES

This Agreement entered into this _____ day of_____, 20___ by and between TREKK Design Group, L.L.C. hereinafter referred to as "Professional" and the City of Fairway, Kansas, hereinafter referred to as "City" for furnishing services for the following project:

Stormwater Structure and Conduit Inspections and Condition Ratings

This Agreement incorporates the Terms and Conditions attached hereto as **Exhibit "A."** Professional agrees to perform all the services described therein as being performed by a licensed design professional as they may apply to the scope of work described below. Professional shall furnish the insurance called for on **Exhibit "B."**

I. SCOPE OF SERVICES

In connection with the above, Professional will perform the following services described in **Exhibit "C"**

II. TO BE PROVIDED BY THE CITY

A. The City shall make available to Professional all available pertinent information that it may have in its possession or to which it may have access that is applicable to the current Scope of Work including AIMS information.

B. The City shall appoint a representative to whom Professional will report and from whom Professional will receive instruction and authorization.

C. The City shall arrange for right of access to all properties as required during the execution of the work.

III. TO BE PROVIDED BY PROFESSIONAL

A. The services of all professional and technical personnel required for the performance of the services described under Scope of Work.

B. Professional will procure and maintain the insurance as described on **Exhibit "B"** to this Contract.

IV. TIME OF PERFORMANCE

The services of Professional are to commence upon direction from the City, and are to be performed expeditiously as necessary for the timely completion of the Scope of Work described above.

V. COMPENSATION

The City will compensate Professional for the work specified above as follows:

1. For **STORM SEWER STRUCTURE ASSESSMENT** compensation shall be based on unit rate of $174 per storm structure (up to 344) for a maximum not to exceed the amount of $59,856

2. For **STORM PIPE ASSESSMENT (CCTV)** compensation shall be based on the unit rate of $2.75 per linear foot of storm sewer pipe televised (up to 33,396 linear feet) for a maximum not to exceed the amount of $91,839.

3. Total compensation shall be a maximum not to exceed amount of $151,695

3. Schedule of payments: as submitted, not to exceed monthly

4. This payment shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

5. Professional shall assure that any subcontractors or vendors retained by it are promptly compensated out of the funds paid by the City. The City shall have no contractual relationship with such other parties.

6. Interest. Payments due and unpaid by the City to Professional shall bear interest commencing five (5) days after payment is due at the statutory rate applicable to late payments under Kansas law.

Professional

_____
Name and title

City

_____
Name and title

Exhibit "A"

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If Professional shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Professional under this Agreement shall, at the option of the City, become its property. No further payment shall be made to Professional until the full extent of the City's damages has been ascertained. If the City has been damaged by a breach by Professional, the City shall have the right to apply any earned but unpaid moneys otherwise owed to Professional to the payment of such damages, and if insufficient unpaid funds exist, Professional shall promptly pay the City any damages the City may incur upon receipt of City's documented invoice for such damages. Professional shall be entitled to receive all remaining compensation for any work satisfactorily completed hereunder.

2. Termination for Convenience of the City. The City may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Professional. If the Agreement is terminated by the City under this section, the Professional will be paid for the time provided and expenses incurred up to the termination date.

3. Changes. The City may, from time to time, request changes in the scope of the services of the Professional to be performed hereunder. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and the Professional, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Professional represents that he/she has, or will secure at Professional's own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Professional or under Professional's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

5. Assignability. Professional shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Professional from the City under this

Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Records and Audits. Professional 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 other records as may be deemed necessary by the City to assure proper 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.

7. Findings Confidential. All of the reports, information, date, etc. prepared or assembled by the Professional under this Agreement are confidential and Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Professional shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City

8. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Professional. The City shall be deemed the author of any such data for which Professional has been compensated to produce.

9. Use of Professional's findings and report. Professional acknowledges that the City is engaging Professional to produce borings, test results and other data, findings and opinions (hereinafter "Data") that the City will supply to its design professionals and contractors for use in the design and construction of facilities, and Professional agrees that those parties may rely on the Data to the same extent that the City may rely on it.

10. Compliance with Local Laws. Professional shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, Professional agrees as follows:

a. Professional will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, 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. Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b. Professional will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c. Professional will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of Professional's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and Professional may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. Professional will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Professional will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, Professional may request the United States Government to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, 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.

13. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued, including affirmative action to hire and promote disabled workers.

a. Professional will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for

employment is qualified. Professional agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Professional agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of Professional's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state Professional's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. Professional will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Professional is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. Professional will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. Professional will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

14. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

15. Age Discrimination Act of 1975 and Kansas Law Against Discrimination. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance. Further, Professional shall in no way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed. Professional must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Non-Discrimination as provided in K.S.A. 44-1030.

16. Interest of Members of a City. No member 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 Professional shall take appropriate steps to assure compliance.

17. Interest of Professional and Employees. Professional covenants that he/she 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 his/her services hereunder. Professional further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

18. Dispute Resolution**.** The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be submitted to non-binding mediation administered by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to the Construction Industry Mediation Rules then in effect. Any claim, dispute, or controversy arising out of or relating to this Agreement or the breach thereof which has not been resolved by mediation shall be resolved through litigation in Johnson County, Kansas District Court.

19. Governing Law. This Agreement shall be governed by the laws of the State of Kansas, without giving effect to its conflict of law principles.

20. Severability. If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

21. Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

22. Entire Agreement. This Agreement forms the entire agreement between Owner and Professional. No oral representations or other agreements have been made by the parties except as specifically stated in this Agreement.

Exhibit "B"

INSURANCE REQUIREMENTS

1. The Designer shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Designer and the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The Owner will only accept coverage from an insurance carrier who offers proof that it:

1) Is authorized to do business in the State of Kansas;
2) Carries a Best's policy holder rating of A or better and at least a Class X financial rating.
3) Is a company mutually agreed upon by the Owner and the Designer.

2. The form 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 Designer to maintain adequate insurance coverage at all times. Owner reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Designer to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13.)

4. If Designer should retain consultants to perform any of its services, Designer shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Owner.

5. The insurance policies shall require that Owner shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Owner) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancelation Endorsement must be furnished to the Owner prior to commencement of Work. The Contractor shall notify the Owner of any reduction in limits of protection under any policy listed in the Certificate in excess of $10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the Owner determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the Owner shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the Owner, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Owner. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the Owner's exercising its right to terminate the Contract.

6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the Owner prior to Contractor's entry on to the Project site. The Certificate shall specify the date when such insurance

expires. A renewal certificate shall be furnished to Owner prior to the expiration date of any coverage.

7. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

8. Designer shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described above. Indemnitees shall be included as additional insureds under Designer's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Designer's liability under this Agreement.

9. Designer agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:

10. Insurance limits

10.1 Commercial Automobile Liability Insurance. Designer shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of $1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.

10.2 Workers' Compensation and Employer's Liability Insurance. Designer shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than $500,000.00 per occurrence. The Designer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.

10.3 Commercial General Liability Insurance. Designer shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Designer or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage

terms and conditions. Each Project shall have minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 products/completed operations aggregate coverage.

10.4 Excess Liability. Designer shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Owner and all its assigns, affiliates, employees, insurers and underwriters.

12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Designer's liability with respect to its performance of this Agreement.

13. Professional Liability coverage. The Designer shall procure and maintain Professional Liability Insurance. Such insurance shall be issued by companies reasonably acceptable to Owner, and shall not be canceled, without thirty (30) days' prior written notice to the Owner, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to Owner) . The Designer will maintain and pay premiums on worker's compensation insurance, employer's liability insurance, general liability insurance, and property damage insurance policies. Additionally, Designer will maintain and pay the premium on professional liability insurance in an aggregate amount of not less than Two Million Dollars ($2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars ($100,000.00). Certificates of insurance for such coverage will be provided to Owner within ten (10) days of the execution of this Agreement. All such insurance shall be at no cost to the Owner.

14. Designer shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by Owner. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.

EXHIBIT C
Scope of Services

STORMWATER STRUCTURE AND CONDUIT INSPECTIONS AND CONDITION RATINGS
City of Fairway, KS

Professional services to be provided by TREKK shall include stormwater structure and conduit inspections, condition rating characterization of approximately 344 stormwater structures and condition rating characterization of approximately 33,396 linear feet of stormwater conduits in the system. The inspections must follow Johnson County's SMP inspection guidelines and NASSCO Pipeline Assessment Certification Program (PACP) coding standards. Sewer cleaning of structures and conduits prior to inspection is not part of this scope of services. Hereinafter, TREKK Design Group, LLC will be defined as the CONSULTANT and City of Fairway, KS, will be defined as the CLIENT.

Task 1 – Project Administration

Consultant will hold a project kickoff meeting with Client. The purpose of the initial meeting will be to discuss the Client's project goals and objectives, establish project limits and inspection guidelines and to review proposed pipe inspection locations. Up to 1 additional progress meeting will be held to provide updates on project progress and/or discussions on final deliverables.

Consultant will keep Client informed of progress via phone and/or email updates. Consultant will provide project management and administration including in-house project management, administration, budget tracking, and monthly billing.

Task 2 – Field Investigations

I. Stormwater Structures Inspections

The project limits are identified as all existing storm sewer structures within the City limits of Fairway, Kansas, 344 structures. All existing storm sewer structures will be inspected. Consultant will collect a sub-meter GPS shot of each structure. Photos of each structure will be taken. An area photo showing the structure top and the surrounding area will be taken. A topside photo will be taken from the surface looking into the structure. Any defects identified will be photographed. A database will be created and populated with the minimum data fields required and referenced in Section 3.3.3 of the Johnson County SMP Stormwater Infrastructure Inspection Tools Version 1.1 document. Each component of the structure will be scored per Section 3.3.3 of the Johnson County SMP Stormwater Infrastructure Inspection Tools Version 1.1 document. The individual component scores will be combined into an overall condition rating for the structure per Section 3.6 of the Johnson County SMP Stormwater Infrastructure Inspection Tools Version 1.1 document.

The field crews shall commit a minimum of 20 minutes searching for a structure before classifying it as “could not locate”, “could not access”, or “buried”. A list of structures that could not be located or accessed will be tabulated and given to the CITY. A follow-up inspection will be conducted once the structure has been made accessible by the City.

Light traffic control will be conducted and included within inspection rate. This includes Utility Work Ahead Signs and cones. Any heavy traffic control needed that includes barricades, sign boards, arrow boards, lane closures, or trail closures will be additional and will be communicated with CITY prior to conducting inspection.

Deliverables to the Client shall include:

- ArcGIS geodatabase
- Inspection reports that include photos taken for each storm sewer structure inspected
- List of structures with calculated composite condition scores
- Submit the QSR inspections scores to Johnson County to run script for risk score. The structures will then be prioritized based on the risk scoring.

II. CCTV Inspection of Stormwater Conduits

The project limits are identified as all existing storm sewer conduits within the City limits of Fairway, Kansas, 33,396 linear feet.

Consultant shall provide all equipment, labor, software, supplies, and other resources to fully accomplish the work. Consultant will approach this project by attempting CCTV inspection without cleaning of the assigned line segments. Pipe segments with debris or anticipated to have debris that will impede the CCTV camera from traversing the pipe will be cleaned by the City prior to CCTV inspection.

The CCTV inspection efforts will be conducted with industry standard equipment. The camera shall be moved through the system in either direction at a uniform rate, stopping when necessary to insure proper documentation of the pipe conditions, but in no case will the television camera be moved at a speed greater than 30 feet per minute. If during the inspection, the camera will not pass through the pipe, equipment shall be reset in a manner so the inspection can be performed from the opposite direction. If the camera fails to pass through the entire pipe, the location and cause of the camera blockage will be documented and information will be provided to the Client. The inspection shall be considered complete and no additional inspection work will be required. The camera will be capable of stopping and panning the head of the camera 180 degrees to view any defects, observations and connections. It shall also be capable of taking still photographs of any defects observed. All informational data on the sewer system pipes will be collected in NASSCO PACP format.

Light traffic control will be conducted and included within inspection rate. This includes Utility Work Ahead Signs and cones. Any heavy traffic control needed that includes barricades, sign boards, arrow boards, lane closures, or trail closures will be additional and will be communicated with CITY prior to conducting inspection.

As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to assure that the values recorded follow and comply with the established rating system.

All observed defects will be coded per PACP standards. QSR scores will be calculated and provided that will be used by the Johnson County SMP script to calculate the asset risk score.

Deliverables to the Client shall include:

- PACP Inspection database
- CCTV Video files
- Updated and overall list of pipes with calculated composite QSR scores
- Submit the QSR inspections scores to Johnson County to run script for risk score. The pipes will then be prioritized based on the risk scoring.

fairway, KS
THE CITY OF TREES

Department of Public Works

August 21, 2020

Mayor Melanie Hepperly
City Council
City of Fairway

Re: Verbiage Change to Tree Protection Ordinance

In front of the Council for consideration is a verbiage change to the tree protection ordinance. This minor change would allow staff to schedule the removal of trees over 30” in diameter that are dead, dying, diseased, dangerous or declining.

Staff recommends the changes outlined in the document.

Bill Stogsdill, CPM, CPWP-M, PWLF
Director of Public Works
City of Fairway, KS
(913) 722-2822
bstogsdill@fairwaykansas.org

Sec. 11-94. - Tree removal.

(a) *Authorization*. No person, directly or indirectly, shall cut down, destroy, move or remove, or effectively destroy, any protected tree or feature tree located on covered property without first obtaining tree removal authorization. Generally, if a tree removal authorization is granted, the applicant shall replace the protected trees being removed with replacement trees. A sufficient number of replacement trees shall be planted so that the total caliper of the replacement trees is equal to the caliper of the tree removed as measured at DBH. If, for whatever reason, planting replacement trees is deemed infeasible, the owner shall make payment to the Fairway Tree Fund.

(b) *Process*. Owners must request tree removal authorization in writing to the Community Tree Manager. If the removal is in conjunction with a construction project, the written request must be submitted at the same time as the building permit application.

(c) *Authority to review; approval*. The Community Tree Manager shall be responsible for the review and approval of all requests for tree removal authorizations submitted in accordance with the requirements specified in this article. Upon receipt of a completed application, the Community Tree Manager may take one (1) of the following actions:

(1) *Deferral of decision*. The Community Tree Manager may defer the approval of a tree removal authorization to the Tree Board for any reason. Any decision made by the Tree Board may be appealed to the City Council. All decisions made by the City Council shall be final.

(2) *Approval*. The Community Tree Manager shall issue tree removal authorization provided the owner has agreed in writing to either meet the tree replacement criteria or make payment to the Fairway Tree Fund.

(d) *Authorization expiration*. Tree removal authorization issued in connection with an approved building permit or site plan shall be valid for the period of that building permit's or site plan's validity. A tree removal authorization not issued in connection with an approved building permit or site plan shall become void after one hundred and eighty (180) days after the date of approval.

(e) *Authorization for removal of a feature tree by owner*. A feature tree may ~~only~~ be removed by an owner with approval from the City Council provided that the burden is on the owner to show that one (1) of the following exceptions is met~~. The burden of qualifying the exceptions is upon the applicant to show that the following criteria have been met~~:

(1) The feature tree is dead;~~.~~

(2) The feature tree is diseased or dying and constitutes a threat to healthy trees, to property, or to public safety; or~~.~~

(3) Removal of the feature tree is necessary for construction, development, or redevelopment, and:

a. All reasonable efforts have been made to avoid removing the feature tree for construction/development and removal cannot be avoided;~~.~~

b. The presence of the feature tree places undue financial burden on the applicant; and~~.~~

c. No other reasonable accommodations can be made to preserve the feature tree.

(f) *Authorization for removal of a feature tree by the city.* A feature tree may be removed by the city at any time if the Community Tree Manager determines that one (1) of the following conditions exists:

(1) The feature tree is dead, dying, diseased and/or in decline and constitutes a threat to healthy trees, property, or public safety, as determined by a certified arborist; or

(2) The feature tree was previously scheduled to be removed as a part of a city project that has been approved by the City Council.

(Prior Code, § 13-705; Ord. No. 1565, § 5, 2-10-2014)

CITY OF FAIRWAY, KANSAS
ORDINANCE NO. 1720

AN ORDINANCE AMENDING THE FAIRWAY CITY CODE PERTAINING TO TREE REMOVAL; AMENDING AND REPEALING EXISTING SECTION 11-94 OF THE FAIRWAY CITY CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRWAY, KANSAS:

SECTION 1. Existing Section 11-94 of the Fairway City Code is hereby amended to read as follows:

Sec. 11-94. – Tree removal.

(a) *Authorization*. No person, directly or indirectly, shall cut down, destroy, move or remove, or effectively destroy, any protected tree or feature tree located on covered property without first obtaining tree removal authorization. Generally, if a tree removal authorization is granted, the applicant shall replace the protected trees being removed with replacement trees. A sufficient number of replacement trees shall be planted so that the total caliper of the replacement trees is equal to the caliper of the tree removed as measured at DBH. If, for whatever reason, planting replacement trees is deemed infeasible, the owner shall make payment to the Fairway Tree Fund.

(b) *Process*. Owners must request tree removal authorization in writing to the Community Tree Manager. If the removal is in conjunction with a construction project, the written request must be submitted at the same time as the building permit application.

(c) *Authority to review; approval*. The Community Tree Manager shall be responsible for the review and approval of all requests for tree removal authorizations submitted in accordance with the requirements specified in this article. Upon receipt of a completed application, the Community Tree Manager may take one (1) of the following actions:

(1) *Deferral of decision*. The Community Tree Manager may defer the approval of a tree removal authorization to the Tree Board for any reason. Any decision made by the Tree Board may be appealed to the City Council. All decisions made by the City Council shall be final.

(2) *Approval*. The Community Tree Manager shall issue tree removal authorization provided the owner has agreed in writing to either meet the tree replacement criteria or make payment to the Fairway Tree Fund.

(d) *Authorization expiration*. Tree removal authorization issued in connection with an approved building permit or site plan shall be valid for the period of that building permit's or site plan's validity. A tree removal authorization not issued in

connection with an approved building permit or site plan shall become void after one hundred and eighty (180) days after the date of approval.

(e) *Authorization for removal of a feature tree by owner*. A feature tree may be removed by an owner with approval from the City Council provided that the burden is on the owner to show that one (1) of the following exceptions is met:

(1) The feature tree is dead;

(2) The feature tree is diseased or dying and constitutes a threat to healthy trees, to property, or to public safety; or

(3) Removal of the feature tree is necessary for construction, development, or redevelopment, and:

a. All reasonable efforts have been made to avoid removing the feature tree for construction/development and removal cannot be avoided;

b. The presence of the feature tree places undue financial burden on the applicant; and

c. No other reasonable accommodations can be made to preserve the feature tree.

(f) *Authorization for removal of a feature tree by the city*. A feature tree may be removed by the city at any time if the Community Tree Manager determines that one (1) of the following conditions exists:

(1) The feature tree is dead, dying, diseased and/or in decline and constitutes a threat to healthy trees, property, or public safety, as determined by a certified arborist; o

(2) The feature tree was previously scheduled to be removed as a part of a city project that has been approved by the City Council.

SECTION 2. Existing Section 11-94 of the Fairway City Code is hereby repealed.

SECTION 3. This Ordinance No. 1720 shall become effective upon adoption and publication in the official City newspaper.

[Remainder of page intentionally left blank; signatures follow.]

PASSED by the City Council the 14th day of September, 2020. **APPROVED** by the Mayor.

_____
Melanie Hepperly, Mayor

ATTEST:

_____
Kim Young, City Clerk

APPROVED AS TO FORM:

_____
Anna M. Krstulic, City Attorney