

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**



EL DORADO
K A N S A S

Project #636

2026 Sales Tax

Surface Preservation (HMA UltraThin)

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PROJECT NO. 636

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INVITATION TO BID

Sealed proposals will be received by the City Commission until 1:30 p.m. March 19th, 2026 for the following described improvements in the City of El Dorado, Kansas:

Consisting of the following approximate quantities:

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Item No.	Description	Units	QTY
1	Transition Milling	SY	2,052
2	Edge Milling	SY	32,504
3	HMA UltraThin Bonded Surface	SY	72,008
4	Asphalt Base Patching (BM-2)	TONS	850
5	Spot Profile Milling (High Spots)	SY	50
6	Manhole Pad	EA	30
7	Water Valve Pad	EA	19
8	Traffic Control	LS	1
9	Mobilization	LS	1

Plans and Specifications may be secured at the office of the City Engineer; 226 N Vine, El Dorado, Kansas 67042.

The successful bidder will be provided two (2) copies of the Plans and Specifications. Additional copies shall be at the rate of \$25.00 per copy.

A proposal guarantee equal to 10 percent of the bid must accompany each proposal.

The successful bidder will be required to furnish performance, statutory and a year maintenance bond for 100 percent of the contract price. The successful bidder will be required to furnish, within 15 days of the Contract Award, his proposed starting date for this project.

Bidders must agree to fully complete the project in **45 working days** and project must be completed by **September 11th, 2026**.

Bidders must agree to pay, as liquidated damages, the sum of \$400.00 for each working day used over the above stated conditions unless otherwise provided in writing.

The City Commission reserves the right to reject any and all proposals for any reason.

The City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be offered full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

INSTRUCTIONS TO BIDDERS- PROPOSAL

Project No. 636 – 2026 Sales Tax Surface Preservation

BID OPENING: March 19th, 2026

1. Sealed proposals will be received in the City Engineer's Conference Room at 226 N Vine, El Dorado, Kansas, until 1:30 p.m., March 19th, 2026 and opened thereafter. The clock in the room shall be used as the official time for the Bid Opening. The Bids shall be acted upon at the City Commission meeting at 5:30 p.m., April 6th, 2026.
2. Plans and Specifications may be secured at the office of the City Engineer at 226 N Vine, El Dorado, Kansas.
3. This project is Sales Tax Exempt.

DEFINITIONS:

- A. Bidding documents include the Invitation to Bid, Instructions to Bidders, General Specifications for all types of Construction, Special Conditions, Bid Form, and proposed Contract Documents including any Addenda issued prior to receipt of bids.
- B. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including the Drawings and Project Manual, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

EXAMINATION OF BIDDING DOCUMENTS:

Each bidder shall examine the bidding documents carefully and, no later than seven (7) days prior to the date for receipt of bids, shall make written request to the Engineer for interpretation or correction or any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction by Addendum shall be issued to all bidders in writing, and only a written interpretation or correction shall be binding.

ADDENDA:

- A. Prior to the receipt of bids, Addenda will be mailed or delivered to each prime contract bidder recorded by the Engineer as having received the bidding documents.
- B. Bidders shall acknowledge receipt of Addenda on the Bid Form in the space provided for the same.

BID PREPARATION:

- A. Bids shall be made upon the Bid Form or facsimile thereof as bound in this Project Manual. Fill in all blanks on the Bid Form clearly with typewriter or ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Signature shall be in longhand by a principal duly authorized to sign contracts; the signature shall be accompanied by the corporate seal impression if bid is by a corporation. Bids shall contain no alterations.
- B. Bids shall be prepared and submitted in accordance with these Instructions to Bidders.

- C. Enclose the Bid Form, along with the required Bid Security, in an opaque envelope bearing the legend:

BIDDER: _____
BID FORM
CITY PROJECT NO. 636

BID SECURITIES AND BONDS:

- A. Bid Security, as provided for in Paragraph 7, Section 2 of the General Specifications, shall be enclosed with each bid in the amount of at least 10% of the Bid.
- B. Bid Securities for the two (2) lowest bidders will be retained until the contract is awarded or other disposition is made thereof. Bid Security of all other bidders will be returned promptly after the canvas of bids.
- C. On award of contract, Certificate of Insurance, Performance Bond and Labor and Material Payment Bond, Kansas Statutory Bond will be required in an amount of 100% of the contract amount.
- D. Bidder shall require attorney-in-fact who executes required bonds on behalf of the surety, to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

COMPLETION TIME:

- A. Bidders must agree to fully complete the project in **45 working days** and completed no later than **September 11th, 2026**. Bidder may begin work upon completion of the contract.
- B. Bidders must agree to pay, as liquidated damages, the sum of \$400 for each working day used over the above stated conditions unless otherwise provided in writing.

BIDDER'S REPRESENTATION:

- A. Each bidder, by making his bid, represents that:
1. He has read and understands the bidding documents and his Bid is made in accordance therewith.
 2. He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.
 3. His bid is based upon the materials, systems and equipment described in the bidding documents without exception.

BID RECEIVING:

- A. All copies of the bid, the bid security, and any other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope as provided above. If the bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt to bids will be returned unopened.
- C. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

- D. Oral, telephone, faxed or electronic bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

- A. A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and bidder so agrees in submitting his bid.
- B. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.
Such notice shall be in writing over the signature of the bidder and must have been mailed post-marked on or before the date and time set for receipt of bids; it shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

SUBMISSION OF POST-BID INFORMATION:

- A. Bidders to whom award of a contract is under consideration shall submit to the Engineer, upon his request, a properly executed Contractor's Qualification Statement, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents. The Engineer reserves the right to interview any or all bidders before the contract is awarded.
- B. Unless waived by the Engineer, the apparent low bidder shall, within two (2) hours of bid opening, submit the following information to the Engineer:
 - 1. A designation of the Work to be performed by the bidder with his own forces.
 - 2. The names of subcontractors and the suppliers of principal items of systems of material and equipment proposed for the work.
- C. The bidder will be required to establish to the satisfaction of the Engineer and Owner the reliability and responsibility of the proposed subcontractors and to furnish and perform the work described in the sections of the Project Manual pertaining to such proposed subcontractor's respective trades.
- D. Prior to the award of the contract, the Engineer will notify the bidder in writing if either the Owner or the Engineer, after due investigation, has reasonable and substantial objection to any person or organization such list. If the Owner or Engineer has a reasonable or substantial objection to any person or organization, the bidder may, at his option, (1) withdraw his bid, or (2) submit an acceptable substitute subcontractor. In the event of either withdrawal or disqualification under this subparagraph, bid security will not be forfeited, notwithstanding anything to the contrary in paragraph above written.
- E. Subcontractors and other persons and organizations proposed by the bidder and accepted by the Owner and Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of the Owner and Engineer.
- F. The successful bidder will be required to furnish, within 15 days of the Contract Award, his proposed starting date for this project, and submit in writing all projects currently under contract.

REJECTION OF BIDS:

The Owner may reject any or all bids and in particular a bid not accompanied by any required bid security or data required by the Bidding Documents or a bid in any way incomplete or irregular.

AWARD OF CONTRACT:

It is the intent of the Owner to award a contract to the lowest responsible bidder, provided the bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed funds available.

LIQUIDATED DAMAGES:

- A. The Owner will suffer financial damage if Project No. 636 is not substantially completed and available for use within the time specified. Portions of the work may be deemed substantially complete before completion of the entire project and acceptance of a portion of the work will not relieve the Contractor from his responsibility to complete the remaining work. In the event that this deadline is not met, as certified by the Engineer, the Contractor (and his surety) shall be liable for and shall pay to the Owner the sum(s) hereinafter stipulated as fixed, agreed and liquidated damages for each working day, in the amount of Four Hundred Dollars (\$400), until the work is substantially completed.
- B. All time limits stated in the contract documents are of the essence of the contract.

**PROPOSAL SCHEDULE- PROJECT NO. 636
2026 Sales Tax Surface Preservation**

Item No.	Description	Units	QTY	Unit Cost	Total
1	Transition Milling	SY	2,052		
2	Edge Milling	SY	32,504		
3	HMA UltraThin Bonded Surface	SY	72,008		
4	Asphalt Base Patching (BM-2)	TONS	850		
5	Spot Profile Milling (High Spots)	SY	50		
6	Manhole Pad	EA	30		
7	Water Valve Pad	EA	19		
8	Traffic Control	LS	1		
9	Mobilization	LS	1		

Project # 636 TOTAL _____

DECLARATION:

The Undersigned hereby declares that he has carefully examined the site, the Invitation to Bid, Instructions to Bidders, Project Manual, Drawings and Addenda thereto, has satisfied himself as to all quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding same.

The Undersigned understands that his competence and responsibility and that of his proposed Subcontractors as well as any other factors of interest to the Owner will be a consideration in making the award. The Owner reserves the right to reject any or all bids, to accept or reject alternate bids and unit prices and to waive any informality or irregularity concerning the bids received as it may be in his interest to do so.

The Undersigned acknowledges Addendum No. (s) _____

(Legal Name of Bidder)

(Address of Bidder)

(By Authorized Officer)

(Title)

CONTRACT

CITY PROJECT NO. 636 2026 Sales Tax Surface Preservation

THIS CONTRACT AND AGREEMENT made and entered into in duplicate this 6th day of April 2026, by and between the City of El Dorado, Kansas (City), the Party of the First Part, and _____, hereinafter called the Contractor, Party of the Second Part.

WITNESSETH: That the City and Contractor for the considerations named, agree as follows:

Article 1. Scope of the Work. The Contractor hereby agrees to furnish at its own cost and expense all material and labor and perform all the work shown on the drawings, and described in the specifications, entitled Plans and Specifications for work in the City of El Dorado, Kansas, or so much thereof as to apply to the work covered by the resolution of the City Commission, and shall do everything required by this agreement and contract documents.

Article 2. It is agreed that the Notice to Contractors, Instructions to Bidders, Form of Tender, Contractor's Bond, all proceedings of the City Commission relating to this improvement, the written bid and proposal of the Contractor, a copy of which is hereto attached, and the general and detailed Plans and Specifications, are by reference made a part of this contract as if the same were incorporated herein at length.

Article 3. The Contractor shall regularly and diligently prosecute the project work and fully complete by **September 11th**, unless otherwise provided in writing, signed by the City Manager and approved by the City Commission of El Dorado, Kansas.

Article 4. The City shall pay the Contractor for performance of the Contract, subject to additions and deductions therein, in the manner set forth in the official Notice to Contractors which is hereto attached and made a part thereof.

Before payment is made to the Contractor, it shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the work have been paid.

Article 5. Upon written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection. When the Engineer finds the work acceptable under the contract and the contract fully performed, the Engineer shall issue a certificate, signed by the Engineer, stating that the work provided for in this contract has been satisfactorily completed and is accepted by the Engineer.

Article 6. Before the Contractor shall be entitled to receive any payment for work done under this contract, it shall file a Performance and Maintenance Bond and a Statutory Bond.

“The City of El Dorado, Kansas”
Party of the First Part

City Clerk

By _____
City Manager

SEAL:

“Contractor”
Party of the Second Part

PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ Kansas, as principal, and _____ of _____, as surety, are held and firmly bound unto the City of El Dorado, Kansas, in the principal sum of \$_____.__, good and lawful money of the United States, to the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors and administrators firmly by these presents.

Dated at El Dorado, Kansas, this 6th day of April, 2026.

The conditions of the above obligation are such that, whereas, the above bounded Principal _____ has entered into a certain contract with the above named the City of El Dorado, Kansas, obligee, for the erection and construction of

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in the City of El Dorado, Kansas, a copy of which contract is hereto attached, referred to and made a part hereof as fully and to the same extent as if copied at length herein: Now if the above bounded principal, his heirs, executors and administrations, or its successors, trustees and assigns, shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by the said principal kept, done and performed, at the time and manner in said contract specified, and shall pay over and reimburse to the above named obligee all losses and damage which the said obligee may sustain by reason of the failure or default on the part of the said principal and shall keep and maintain said project in proper and efficient condition and performance for a period of one year from the completion thereof, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

Any alternations made by agreement by and between the said principal and the said obligee in the terms of said contract or the nature of the work to be done, or the giving to said obligees or his successors any extension of time for the performing of said contract, or any of the stipulations therein contained, and on the part of said principal to be performed, or any forbearance on the part of the said obligee to the said principal, shall not in anyway release the said principal or the said sureties on this bond.

Dated at El Dorado, Kansas, this _____ day of _____, 2026.

Principal

Sureties

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS: That the undersigned _____ of _____, Kansas as principal, and _____ of _____ as surety and guarantor, are held and firmly bound unto the State of Kansas in the sum of \$_____ lawful money of the United States of America, for the payment of which will and truly to be made the said principal and surety hereby bind themselves and heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the above named principal has entered into a contract dated the 6th day of April, 2026 with the City of El Dorado, Butler County, Kansas to construct

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NOW THEREFORE, if the said _____, as contractor, and all sub-contractors of said _____, as contractor, shall pay all indebtedness incurred for supplies, materials, or labor furnished used or consumed in connection with or in or about the construction of said public improvements including gasoline, lubricating oils, fuel oils, grease, coal and similar items used or consumed directly in the furtherance of such improvement, as provided by the laws of the State of Kansas, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and the said surety have executed this bond the _____ day of _____, 2026.

Principal

Surety

GENERAL SPECIFICATIONS FOR ALL TYPES OF CONSTRUCTION

SECTION 1

DEFINITION OF TERMS

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.1 **BIDDER:** Any individual, firm or corporation, submitting a proposal for all or part of the work provided in this specification.

1.2 **BID PRICE AND CONTRACT PRICE:** The sum of the products of the quantities of work estimated by the Engineer to be involved in the project as set forth in the proposal and the respective unit prices bid in the proposal.

1.3 **CITY:** The City of El Dorado, Kansas, which is the party of the first part in the contract.

1.4 **COMMISSION:** The duly elected Commission of the City of El Dorado, Kansas.

1.5 **CHANGE IN PLANS AND CONSTRUCTION:** The written authority on an approved form issued to the contractor by the Engineer, directing changes in the work within the provision of the contract.

1.6 **NOTICE TO PROCEED:** A written notice from the Engineer notifying the contractor of the date on which he may begin the prosecution of the work for which he has contracted.

1.7 **CONTRACT:** The agreement entered into between the City and the contractor setting forth the terms under which the work covered under these specifications is to be performed. The contract includes all conditions, definitions and instructions set forth in the official publications relating to the work, the official contract and specification, the official plans on all supplemental agreements entered into by the parties of the contract.

1.8 **CONTRACTOR:** The party in the second part to the contract, the individual, firm or corporation undertaking the execution of the work under the terms of the contract and acting directly or through his or its authorized agents or employees.

1.9 **CONTRACT TIME OR COMPLETION DATE:** The number of working days shown in the proposal indicating the time allowed for the completion of the work contemplated in the contract.

In case a calendar date of completion is shown in the proposal, in lieu of the number of working days, such work contemplated shall be completed by that date.

1.10 ENGINEER: The City Engineer of El Dorado, Kansas, acting either directly or through his authorized representatives.

1.11 INSPECTOR: The authorized representative of the Engineer assigned to make a detailed inspection of any or all portions of the work or materials therefor.

1.12 INSTRUCTIONS TO BIDDERS: A form prepared and furnished by the City, for information of bidders submitting proposals, it specifies the provisions, requirements and instructions pertaining to the method, manner and time of submitting bids.

1.13 LABORATORY: Testing laboratory of the City of El Dorado or any other testing laboratory which may be designated by the Engineer.

1.14 MANAGER: The City Manager of El Dorado, Kansas.

1.15 PLANS: The plans referred to are the drawings or copies of drawings prepared by the Engineer for the improvement covered by these specifications and approved by the Commission, official copies of which are now on file with the City Clerk.

1.16 PROJECT: The specific area together with all construction and appurtenances thereon to be built or improved under the contract or contracts.

1.17 PROPOSAL: The formal tender submitted in the prescribed manner for the improvement covered by these specifications.

1.18 PROPOSAL FORM: The approved form on which the formal bids are to be prepared and submitted for the work.

1.19 PROPOSAL GUARANTEE: The security designated in the proposal to be furnished by the bidder as a guarantee of good faith to enter into a contract with the Commission for the work to be performed, if it be awarded to him.

1.20 OFFICIAL PUBLICATION: The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in the prescribed manner, and that have actually been published in accordance with the statutes relating thereto. Attention is directed to the fact that these publications are by the statute vested with all the force and effect of contract obligations.

1.21 SPECIFICATIONS: The documents that are set forth the manner in which the work is to be accomplished, which have been prepared by the Engineer and approved by the

Commission, official copies of which are now on file at the City Clerk's office, together with all supplemental specifications, special provisions, written or printed agreements or instructions made out or to be made pertaining to method or manner of performing the work or to the quantities and qualities of material to be furnished under the contract.

1.22 SPECIAL PROVISIONS: Special provisions are means of modifying the standard specifications and appear at the end of the set of specifications. In case of discrepancy between the special provisions always govern. The contractor should assure himself of the full force and intent of any special provisions that may be included herein.

1.23 SURETY: The Corporate Body bound with the contractor for the faithful performance of the contract that is awarded under these specifications.

1.24 RIGHT-OF-WAY: The land secured and reserved to the public and City for the purpose of the project.

1.25 SUPERINTENDENT: Executive representative for the contractor, present on the work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of superintending the work efficiently.

1.26 SUPPLEMENTAL AGREEMENTS: The written agreement as executed by the contractor and the Commission covering alterations of the contract and unforeseen work and materials incidental and necessary to the project.

1.27 SUPPLEMENTAL SPECIFICATIONS: Special clauses supplemental to these specifications setting forth conditions or requirements peculiar to the specific work included in the contract and covering work or materials involved in the proposal and estimate, but not satisfactorily covered by these specifications.

1.28 THE WORK: All performance required of the contractor under the terms of the contract, which shall be understood to mean the furnishing of all labor and materials and other incidentals necessary or convenient to the successful completion of the project, and to carry out all the duties and obligations imposed by the contract.

1.29 WORKING DAY: A working day shall be any day upon which the contractor can physically and legally prosecute the work and shall be counted as provided in these specifications.

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 NOTICE TO CONTRACTORS: An official notice to contractors stating the time and place for the submission of sealed proposals upon designated projects or proposed work. This notice will contain a description of the proposed work, instructions to the bidder regarding proposal forms, proposal guarantee, plans, specifications, and the reservation of the right of the City to reject any or all bids.

2.2 CONTENTS OF PROPOSAL FORMS: Proposal forms will be furnished to prospective bidders by the City which will state the location and the description of the work contemplated and which will show the approximate quantities of work to be performed and materials to be furnished, schedule of items for which unit bid prices are requested, the amount of the proposal guarantee, and the date, time and place of filing and opening proposals. The form will also refer to any special provisions or requirements which vary from or are supplemental to the standard specifications.

2.3 APPROXIMATE ESTIMATE OF QUANTITIES: The estimate of quantities submitted for the work is approximate only and is to be used as a basis for comparing bids. The estimate has been carefully checked and is believed to be sufficiently accurate.

After the work is completed the Engineer will make measurements and computations of the number of units of each of the various items of work completed and the contractor will be paid for the actual amount of work performed.

2.4 EXAMINATION OF PROPOSED WORK: The plans show the location and dimensions of the project to be improved. Bidders are required to examine to their satisfaction and plans, specifications and the special provisions and to make sure that the requirements are fully understood. They must satisfy themselves by mutual examination of the site as to the nature of the work and the conditions affecting the performance of the contract.

2.5 LAWS RELATING TO WORK: The contractor shall conduct the work so as not to conflict with any state or municipal law or ordinance.

2.6 PREPARATION OF PROPOSAL: In preparing the proposal, the bidder shall specify the unit price, written in ink or with typewriter at which he proposes to do each item of work. The unit prices shall be stated in figures, and the total amount of each item shall be computed at the unit price bid for the quantities given in the estimate. In the case of errors in computing the total amount, the unit price will be assumed to be correct.

The bidder must sign his proposal correctly and in ink. In the proposal, if offered by an individual, his name, office and address must be shown. If made by a firm or partnership, the name, office, and address of the firm or partnership must be given. If offered by a corporation, the person signing the proposal must give the name of the state under the laws which the corporation was chartered and the name, titles, and business address of the President, Secretary, and the Treasurer. Anyone signing the proposal as agent must file legal evidence of his authority to do so, and that the signature is binding upon the firm or corporation.

2.7 PROPOSAL GUARANTEE: No proposal will be accepted unless accompanied by a bid bond or by a certified or cashier's check on a solvent Kansas bank in the amount as specified in the notice to contractors and made payable to the City of El Dorado, Kansas. The full amount of the proposal guarantee shall be forfeited to the City in liquidation of damages sustained in the event the bidder (or bidders) fail to execute a satisfactory contract and file an acceptable contract bond within ten days after the notice of the award of the contract.

2.8 DELIVERY OF PROPOSAL: Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number and the name and address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless filed on or before the time and at the place designated in the advertisement or instructions to bidders.

2.9 WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn after it has been delivered to the City of El Dorado by letter or by written request of the bidder or his authorized representative in person, provided that the request is in the hands of the authorized representative of the City at the office stipulated in the proposal for the reception of proposals and before the stipulated time for the opening of the proposals.

A withdrawal proposal may be corrected or altered in person, by the bidder or his authorized representative and resubmitted before the stipulated time for the opening of the proposals.

Proposals cannot be corrected or altered by wire or letter.

A representative of the City cannot act as a representative of the bidder in the withdrawal, correction or alteration of the proposal.

2.10 PUBLIC OPENING OF PROPOSALS: Proposals will be opened publicly and read at the time and place specified in the notice to contractors.

2.11 REJECTION OF PROPOSALS: Proposals may be rejected if they show any alteration of forms, additions not called for, conditional or alternate bids, irregularities of any kind, or if they contain a clause in which the bidder reserves the right to accept or reject a contract awarded to him. Failure to submit a unit price for each item listed in the proposal may be

cause for rejection of the proposal. Proposals in which the prices are obviously unbalanced may be rejected. Proposals which are not accompanied by a certified check or acceptable collateral will be considered irregular and may be rejected. The City reserves the right to waive technicalities as to changes, alterations, or reservations, and make the award in the best interest of the City.

2.12 DISQUALIFICATION OF BIDDER: More than one proposal from an individual, a firm or partnership, corporation or an association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected and none of the participants in such a collusion will be considered in future awards by the City. Contracts will be awarded only to qualified responsible bidders capable of performing the class of work contemplated.

2.13 MATERIAL GUARANTEE: Before any contract is awarded the bidder may be required to furnish a complete statement of the origin, composition, or manufacturer of any or all materials proposed to be used in the construction of the work, together with samples, which may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

3.1 CONSIDERATION OF PROPOSALS: After the proposals are opened and read, the extensions and totals shall be checked and compared. The result of such comparison will be made public. Proposals will be compared on the basis of the summation of the products of the quantity listed for each item and the unit bid price. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit prices shall apply, provided the bid is not rejected as unbalanced and irregular.

Until the final award of the contract the City Commission reserves the right to reject any and all proposals and waive any and all technicalities.

3.2 AWARD OF CONTRACT: An award of the contract will not be made until the necessary investigations are made as to the responsibility of the low bidders. Award of contract will be made by the City upon the recommendation of the Engineer to the lowest responsible bidder meeting the requirements of the City and will be made within thirty (30) days after the opening of the proposals.

3.3 CANCELLATION OF AWARD: The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

3.4 RETURN OF PROPOSAL GUARANTEES: As soon as the proposal prices have been compared the Engineer may, at his discretion return the certified checks or other collateral accompanying those proposals, which in his judgment would not be considered in making the award. When the award is made the successful bidder's collateral only will be retained until the contract and bond have been executed, after which it will be returned to the bidder. Should the award be delayed more than thirty (30) days, all bidders collateral will be returned, unless such delay is beyond the control of the City.

3.5 CONTRACT BONDS: The bidder to whom the contract is awarded will be required to file a surety bond in the sum of 100% of the amount the City is obligated to pay upon completion of the contract, which bond will be in the form complying with the laws of the State of Kansas relating thereto, and shall be conditioned upon the completion of the contract in accordance with the specifications and the maintenance of the improvement for a period of one year. The forms for these bonds will be furnished by the City.

3.6 EXECUTION OF CONTACT: The bidder to whom the contract has been awarded shall enter into contract with the City within ten (10) days after the award has been made. No

proposal shall be considered binding upon the City until a contract is properly executed by both parties and the contract bond filed with the City Clerk.

3.7 FAILURE TO EXECUTE THE CONTRACT: Failure to execute the contract within (10) days or to file bond in the sum specified shall be just cause for annulment of the award or the contract the amount of the certified check shall be retained by the City in liquidation of the damage which is sustained by the City due to delay and failure of the bidder to enter into contract.

SECTION 4

SCOPE OF WORK

4.1 INTENT OF THE SPECIFICATIONS: The intent of the specifications is to provide for the construction of every details of the improvement included in the contract, and it is understood that the contractor for all or any part thereof will furnish all labor, materials, tools, transportation and supplies that may be required to make each part complete.

4.2 SPECIAL WORK: Special work refers to that part of the work which is not satisfactorily covered by the standard specifications and for which supplemental specifications have been prepared. Such work shall be considered a part of the contract and should the supplemental specifications conflict with the standard specifications the supplemental specifications shall govern.

4.3 INCREASED OR DECREASED QUANTITIES WORK: The Engineer reserves and shall have the right to make such changes, from time to time, in the plans, the character, or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner, provided such alterations do not change the total cost of the project, based on the approved preliminary estimate of quantities.

4.4 OMITTED ITEMS: The Engineer may, in writing, order omitted from the work any item other than major items found unnecessary to the project and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

Major items may be omitted by supplemental agreements. The contractor will be paid for all work done toward the completion of the item prior to such omission in Section 8.

Claims for extra work not authorized in writing by the Engineer prior to the work being done will be rejected.

4.5 EXTRA WORK: Work made necessary by alteration of plans, or by other reasons, or additional work necessary to complete the proposed improvement, for which work no price or compensation is provided in the contract shall be deemed extra work. Such work shall be performed by the contractor under the direction of the Engineer in accordance with the specifications. Extra work shall not be started before a supplemental agreement has been executed between the contractor and the City stipulating that the work shall be paid for at the stated unit price or lump sum, or failing such agreement the Engineer shall give the contractor a written order stipulating that the work shall be done on force-account basis.

4.6 CLOSING THE STREETS TO TRAFFIC: The contractor is hereby given permission to close streets, or parts of streets, for the purpose of construction, provided such closings have been approved by the Engineer. The contractor shall at all times be responsible for the proper placement, replacement, and application of adequate traffic control and protection devices during the street closing.

The Department of Public Safety, as well as any residences or businesses immediately affected by the street closings, shall be given at least 48 hours notice prior to the actual closing.

The Department of Public Safety must be notified, by the contractor, of any such closings prior to their being closed.

4.7 USE OF MATERIAL FOUND ON THE WORK: The contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material suitable in the opinion of the Engineer, as may be found in the excavation and will be paid for by the excavation of such materials at the corresponding contract unit price therefor, but he shall replace at his own expense with other suitable material all of that portion of the materials so removed and used as was contemplated for use in the embankments, backfills, approaches, or otherwise. No charges for replacement herein provided for. The contractor shall not excavate or remove any materials from within the right-of-way location which is not within the excavation limits without written authorization from the Engineer.

4.8 FINAL CLEAN UP: The contractor shall remove all excavated materials, rubbish and other surplus material from the site of the work, replace or renew fences, sidewalks, or other property damaged or disturbed by his work and leave the premises in the condition satisfactory to the City and the Engineer as soon as practicable following construction. Under no circumstances shall the work site remain in an unmowable or unsightly condition for a period greater than 14 days following completion of the construction, as determined by the Engineer.

SECTION 5

CONTROL OF WORK

5.1 **AUTHORITY OF THE ENGINEER:** The Engineer shall decide any and all questions which may arise as to the quality and acceptability of material furnished, work performed, and as to the manner of performance and rate of progress of said work. He shall also decide all questions which may arise as to the interpretation of the specifications, or plans relating to the work, and the fulfillment of the contract on the part of the contractor, and all questions as to the rights of different contractors on the project. The Engineer shall determine the amount and quality of several types of work performed and material furnished which are to be paid for under the contract. Any written instructions to the contractor which may be required under the specifications may be served on said contractor or his representative, either personally or by mailing to the address given in the contract, or by leaving the same at said address.

5.2 **PLANS:** The contractor will be supplied with two copies of the approved plans and specifications. The approved plans will be supplemented by such working drawings as are necessary to control the work adequately. It is mutually agreed that all authorized alterations affecting requirements and information given on the approved plans shall be in writing.

Working drawings of any structure shall consist of such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Engineer. They shall include shop details, erection plans, masonry layout diagrams, and bending diagrams for reinforcing steel which must be submitted to the Engineer for approval before any work involving these plans shall be performed. It is expressly understood that approval by the Engineer of the working drawings does not relieve the contractor of any responsibility for accuracy or agreement of dimensions in details or for conformity of the working drawings with the approved plans and specifications.

The contractor shall furnish the Engineer with such copies of the working drawings as may be required for approval and construction purposes and upon the completion, if required, shall be supplied to the Engineer. The contract price shall include the cost of furnishing all working drawings. The contractor will be allowed no extra compensation for such drawings.

5.3 **CONFORMITY WITH PLANS AND ALLOWABLE DEVIATION:** No deviation from the plans for the work, or the approved working drawings of structures will be permitted without the written order of the Engineer.

5.4 **COORDINATION OF PLANS AND SPECIFICATIONS:** The specifications accompanying the plans, special provisions and all supplementary documents are essential parts of the contract and the requirement appearing in one is as binding as though it appeared in all. They

are intended to be complimentary, to describe and provide for complete work. In the event of any discrepancy between the drawings and the specifications, the specifications are to govern. If there is a discrepancy between the standard specifications and the supplemental specifications, the supplemental specifications are to govern.

The contractor shall take no advantage of any apparent error or omission in the plans or specifications. It shall be the duty of the Engineer to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

5.5 SILENCE OF SPECIFICATIONS: The apparent silence of specifications, plans, special provisions, and supplemental specifications as to any detail or apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to be used. All interpretations of these specifications shall be made on the basis as above stated.

5.6 COOPERATION OF THE CONTRACTOR: In order to coordinate the efforts of the contractor or the several contractors with those of the Engineer, to facilitate the movement of traffic; and to assure the early completion of all phases of the work; the contractor shall, prior to beginning work, confer with the Engineer to arrange means for a satisfactory schedule for the prosecution of the work.

Whenever work is being done by other contractors is contiguous or related to the work included in this contract the sequence of handling the work shall be such that the least delay possible will result to each contractor and such sequence may be designated by the Engineer.

The respective right of the various interests involved shall be established by the Engineer, in order to secure the completion of various portions of the work in general harmony.

The contractor shall have available on the work at all times one copy of the plans and specifications. He shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and other contractors in every way possible. The contractor shall at all times have a competent superintendent capable of reading and thoroughly understanding the plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer without delay and supply promptly materials, tools, plant equipment and labor as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

Whenever work is being done by the contractor in other than daylight hours, he shall provide suitable lighting equipment so that the work can be carried on in the same manner as during daylight hours.

5.7 COOPERATION WITH UTILITIES: It shall be the contractor's responsibility to notify all utilities, pipeline owners, or other parties affected within the limits of construction prior to the commencement of construction. Care shall be taken by the contractor to preserve all utilities. Repair of damaged utilities due to carelessness by the contractor shall be the contractor's responsibility, and shall be considered as incidental to construction with no additional payment. Relocation of utilities due to construction shall be accomplished by the owner at the direction of the Engineer prior to the commencement of construction by the contractor. Coordination between the contractor and the utilities shall be the contractor's responsibility.

It is understood and agreed that the contractor has considered in his bid all of the permanent and temporary appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from said utility appurtenances.

5.8 CONSTRUCTION STAKES: The Engineer or an approved consultant shall set the necessary grade and line stakes promptly upon notification the stakes are needed. When so requested the contractor shall furnish the necessary labor to assist in setting the stakes.

The City will not be responsible for any delays caused by lack of grade or line stakes unless the contractor shall have given the Engineer 24 hours notice that stakes are needed. The contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Such stakes and marking that the Engineer may have set for either his own or the contractor's guidance shall be scrupulously preserved by the contractor. In case of negligence by the contractor, or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same shall be deducted from subsequent estimates due the contractor at the discretion of the Engineer.

5.9 AUTHORITY AND DUTIES OF INSPECTORS: Inspectors shall be authorized to inspect all work and all material furnished. Such inspection may extend to all or any part of the work and to preparation, fabrication or manufacture of the material to be used. Such inspection shall not relieve the contractor of any obligations to furnish acceptable materials or to provide completed construction that is satisfactory in every particular. In case of any dispute arising between the inspector and the contractor as to material furnished or the manner of performing the work, the inspector shall have the authority to reject materials and/or suspend the work until the question at issue can be referred to and decided by the Engineer. The inspector is not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications nor to issue instructions contrary to the plans and specifications. The inspector shall not act as foreman or perform other duties for the contractor. In no case shall any action or omission on the part of the inspector relieve the contractor of the responsibility of completing the work in accordance with the plans and specifications.

5.10 INSPECTION: The Engineer or his representative shall be allowed access to all parts of the work at all times and the contractor shall furnish him every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the specifications and contract. They shall be granted full access to all mills, plants, or factories in which the materials are being prepared for use under the contract. If the Engineer requests it, the contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination the contractor shall restore such portions of the work to the standards required in the specifications. Should the work thus exposed or examined prove acceptable the uncovering or removing and replacing and recovering and making good of the parts removed shall be at the contractor's expense.

No work shall be done nor materials used without suitable supervision or inspection by the Engineer or his representative.

When the United States or State Government is to pay a portion of the cost of the work covered by this contract, the work shall be subject to the inspection of the representatives of the Federal Government or State Government.

5.11 REMOVAL OF UNAUTHORIZED OR DEFECTIVE WORK: Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to final acceptance of the work, shall be removed immediately and replaced by work and materials which shall conform to the specifications or shall be remedied otherwise in an acceptable manner authorized by the Engineer. This clause shall have full effect regardless of the fact that the defective work may have been done or the defective material used with the full knowledge of the inspector. The fact that the inspector in charge may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

No work shall be done without lines and grades having been given by the Engineer. Work done contrary to or regardless of the instructions of the Engineer, work done beyond the lines shown on the plans, or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the contractor's expense.

Upon failure on the part of the contractor to comply forthwith with any order of the Engineer, made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the cost from any money due or to become due the contractor.

5.12 DISPUTED CLAIMS: In any case where the contractor deems that extra compensation is due him for work or material not clearly covered in the contract, or not ordered by the Engineer as an extra, as defined herein, the contractor shall notify the Engineer in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim. If such notification is not given, and the Engineer is not afforded proper facilities by the contractor for keeping strict account of actual costs as defined for force account, then the contractor hereby agrees to waive the claim for such extra compensation. Such notice by the contractor, and the fact that the Engineer has kept account of the costs as aforesaid, shall not in any way be construed as proving the validity of the claim. In case the claim, after consideration by the Engineer, is found to be just, it shall be allowed and paid as an extra as provided therein for force-account work. Nothing in this paragraph shall be construed as establishing any claim contrary to the terms of Article 4.3 "INCREASED OR DECREASED QUANTITIES OF WORK", and of Section 4 "SCOPE OF WORK".

5.13 FINAL INSPECTION: Whenever the contractor shall have satisfactorily completed the work contemplated by the contract in an acceptable manner in accordance with the terms of the contract, the Engineer, after making final acceptance, shall certify to the City Commission, in writing, as to said completion and shall further certify as to the entire amount of each class of work performed and as to the compensation due the contractor.

SECTION 6

CONTROL OF MATERIALS

6.1 SOURCE OF SUPPLY AND QUALITY OF MATERIALS: The source of supply of each of the materials required may be approved by the Engineer before delivery is started. Representative preliminary samples may be submitted by the contractor, producer or owner of the supply for inspection or tests. The results obtained from testing such samples may be used for preliminary approval but will not be used as a final acceptance of the materials. All materials proposed to be used may be tested at any time during their preparation and used. If after trial, it is found the sources of supply which have been approved do not furnish as product of uniform quality, or if the product from any source proves unacceptable at any time, the contractor shall furnish approved material from another source.

6.2 APPROVAL AND ACCEPTANCE OF MATERIALS: Samples of all materials for test upon which is to be based the acceptance or rejection, shall be taken by the Engineer or his authorized representative at the discretion of the Engineer. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection, and testing shall be done in accordance with the methods hereinafter prescribed.

The contractor shall provide such facilities as the Engineer or his representative may require for conducting field tests and for collecting and forwarding samples. The contractor shall not use or incorporate into the work any materials represented by the samples until tests have been made and the material found to be acceptable. Only the materials conforming to the requirements of these specifications and which have been approved by the Engineer, or his authorized agents, shall be used in the work. Any materials which after approval has for any reason become unfit for use shall not be incorporated into the work.

6.3 METHODS OF SAMPLING AND TESTING: Except as otherwise provided, sampling and testing of all materials and the laboratory methods and testing required under these specifications shall be in accordance with the current addition of the "Standard Specifications for Highway Materials and Methods of Sampling and Testing" of the A.A.S.H.O. Sampling and testing materials not covered by A.A.S.H.O. specifications and not otherwise provided for shall be in accordance with the standards and tentative methods of the A.S.T.M.

The testing of samples and materials will be made at the expense of the contractor. Laboratory sieves shall have square openings of the size specified. The contractor shall furnish the required samples without charge. The contractor shall give sufficient notification of the placing of orders for materials to permit testing.

6.4 STORAGE: Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt

inspection, and shall at all times be located on the right-of-way provided by the owner for construction.

6.5 DEFECTIVE MATERIALS: All materials not conforming to the requirements of these specifications will be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the contractor to comply forthwith within the order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material and to deduct the costs of removal and replacement from any monies due or to become due the contractors.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

7.1 **LAWS TO BE OBSERVED:** The bidder is assumed to be familiar with all federal, state and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the work, or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No plea of misunderstanding or ignorance on the part of the contractor will in any way serve to modify the provisions of the contract. The contractor, at all times, shall observe and comply with all federal, state and local laws, codes, ordinances, and regulations in any manner affecting the conduct of the work, and the contractor and his surety shall indemnify and save harmless the City and all of its offices, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree whether by himself or his employees. See also paragraph 7.16.

7.2 **PERMITS AND LICENSES:** The contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. In case of permits required from the City, no cost shall be charged to the contractor.

7.3 **PATENTED DEVICES, PROCESSES AND MATERIALS:** It is mutually understood and agreed that without exception contract prices are to include all royalties, trademarks and copyrights in any way involved in the work. It is the intent that whenever the contractor is required or desired to use any design, device, material or process covered by letters, patent, or copyright the right for such use shall be provided for by suitable legal agreement with the patentee or owner and a copy of this agreement shall be filed with the Engineer; however, whether or not such agreement is made or filed, as noted, the contractor and surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of use of any such patented design, material or process, to be performed under the contract, and shall indemnify the City for all costs, expenses, and damages which it may be obligated to pay, by reason of such infringement, at any time during the prosecution or after the completion of the work.

7.4 **FEDERAL PARTICIPATION:** When the United States Government pays all or any portion of the cost of the work the Federal Laws authorizing such participation and the rules and regulations made pursuant to such laws must be observed by the contractor. The work shall be subject to the inspection and approval of the representatives of such Federal Agencies as are created for the administration of these laws.

Such inspections shall in no sense make the Federal Government a party to this contract and will in no way interfere with the rights of either party hereunder.

7.5 SANITARY PROVISIONS: The contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary, to comply with the requirements and regulations of the State Board of Health or other authorities having jurisdiction, and shall commit no public nuisance.

7.6 PUBLIC CONVENIENCE AND SAFETY: The contractor shall at all times so conduct his work as to insure the least practical obstruction to traffic. The convenience of the general public and residents along the street and the protection of persons, and property are of prime importance and shall be provided for by the contractor in an adequate and satisfactory manner. When it is necessary for residents living along the project to use a portion of the street under construction, the contractor shall maintain within the limits of these specifications, that portion of the street in a suitable condition for the vehicle or pedestrian travel.

When it is indicated on the plans or provided in the specifications that traffic shall be carried through construction, the contractor shall provide and maintain suitable means for the movement of such traffic at all times.

Materials stored upon the street shall be placed so as to cause as little obstruction to the traveling public as is considered necessary.

The contractor shall provide and maintain in safe condition temporary approaches to and crossings of intersecting streets, railroads, private entrances, and approaches to partly constructed work.

7.7 BARRICADES: The contractor shall at this expense and without other order provide and maintain at all times during the progress or temporary suspension of the work, suitable barricades, fences, signs, or other protection and provide and keep and maintain such signals and watchmen as may be necessary or may be ordered by the Engineer to insure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by torches or red signal lights which shall be suitably distributed across the project and which shall be kept burning from sunset to sunrise. Barricades and signs shall be erected in accordance with Part VI of the Manual on Uniform Traffic Control Devices. Where it is necessary for residents living along the street to use the street which is for residents living along the street to use the street which is barricaded, suitable means shall be provided for their entrance or exit, but the general traveling public shall be excluded.

On all projects where traffic is routed through the work the contractor shall furnish sufficient flagmen at each end of that portion of the project where the work is being done to direct and handle such traffic properly.

The contractor's responsibility for the maintenance of barricades and lights on any individual item of work included in the contract shall cease when released in writing by the Engineer.

The Engineer shall use every precaution possible to safeguard the persons and property of the traveling public, and to divert traffic from the road or street on which construction work is in progress, but the failure of the Engineer to notify the contractor to maintain barriers, lights, signals, or watchmen shall not operate to relieve the contractor from responsibility.

7.8 USE OF EXPLOSIVES: When the use of explosives is necessary for the prosecution of the work, the contractor shall use the utmost care so as not to endanger life or property, and whenever directed the number and size of charges shall be reduced. All explosives shall be obtained and stored in a secure manner in compliance with the local laws and ordinances. The contractor shall notify the proper representative of any public service corporation, any company, or any individual at least eight hours in advance of any blasting which may damage his or their property on, along, or adjacent to the project. All explosives storage spaces shall be marked clearly "Dangerous Explosives", and shall be in the care of a competent watchman at all times.

7.9 PRESERVATION AND RESTORATION OF PROPERTY: The contractor shall not enter upon private property for any purpose without first obtaining permission. The contractor shall be responsible for the preservation of all public and private property, trees, monuments, etc. along and adjacent to the project. He shall use every precaution to prevent damage or injury thereto. He shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from damage or disturbance all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The contractor shall not injure or destroy trees, or shrubs, nor remove or cut them without proper authority. Whenever any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the contractor, such property shall be restored by the contractor, and at the contractor's expense, to a condition similar or equal to that before such damage or injury was done, repairing, rebuilding or otherwise restoring same. He shall make good such damage or injury in an acceptable manner.

7.10 RIGHT-OF-WAY: The City will secure all necessary right-of-way for construction.

7.11 RESPONSIBILITY FOR DAMAGE CLAIMS: The contractor shall assume all risks and liability for accidents and damages that may occur to persons or property during the prosecution of the work, by reason of negligence or carelessness by himself, his agents, or employees, and shall assume also all direct or indirect damage that may be suffered or claimed on account of any such construction or improvement during the time thereof and until the project is accepted.

The contractor also assumes the risk and liability of all inconvenience, delay and expense that may be occasioned by him in any way for public utilities or other property within the limits of

the proposed improvements, such as railways, communication transmission lines and pipes, pipelines and conduits, drains and sewers, etc.

The contractor shall carry liability insurance to protect the public from injuries by reasons of carrying on the work to which these specifications apply and to protect the City from all liability on account of injuries to workmen as provided by law, to protect from all liabilities to any person for damages sustained by reason of defects in the project due to the carrying on of the work in which these specifications apply.

7.12 CONTRACTORS RESPONSIBILITY FOR WORK: Until acceptance by the Engineer of any part or all of the construction, as provided for in these specifications it shall be under the charge and care of the contractors, and he shall take every necessary precaution against injury or damage to any part of the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The contractor will rebuild, repair, restore, and make good at his own expense all injuries or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.

7.13 CONTRACTORS RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES: At points where the contractors operations are adjacent to properties of railway, telegraph, telephone and power companies or adjacent to there property, damage to which might result in very considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made. The contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, or for any suits, actions, or claims of any character brought on account of any injuries or damages which may result in carrying out of the work to be done under this contract, and, if required by the City, he shall give bond and furnish protective public liability and property damage insurance in amounts specified to each corporation, company, partnership or individual, owning or operating any of the properties affected in guarantee of this responsibility.

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and that the duplication of rearrangement work may be reduced to a minimum, and the service rendered by these parties will not be unnecessarily interrupted.

In the event of interruption to water or utility services as a result of accident or breakage or as a result of being exposed or unsupported, the contractor shall promptly notify the proper authority. He shall cooperate with said authority in the restoration of the service as promptly as possible. In no case shall interruption to water service be allowed to exist outside of working hours. Fire hydrants shall be kept accessible to the Department of Public Safety at all times and no material shall be kept or stock piled within fifteen feet of any fire hydrant.

7.14 PERSONAL LIABILITY OF PUBLIC OFFICIALS: In carrying out any of the above provisions, or in exercising any power or authority granted to him by his contract there shall be no liability upon said Engineer, or his authorized assistants, either personally or an official of the City, it being understood that in such matters he acts as the agent or representative of the City.

7.15 NO WAIVER OF LEGAL RIGHTS: No estimates, payments or acceptance of work shall be taken as a waiver upon the part of the City of their right, at any time, of showing the true and correct amount and character of the work performed and materials furnished by the contractor, and of demanding and recovering from the contractor such damages as may be sustained by reason of his failure to comply with the plans, specifications and contract.

7.16 AFFIRMATIVE ACTION PLAN:

1. The contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin. The contractor will have any Affirmative Action Plan relating to employment, up-grading, layoff, recruitment, compensation, and training or apprenticeship to ensure fair and non-discriminatory treatment. Notices of such policies and other appropriate posters provided by the City shall be posted in conspicuous places available to employees and applicants for employment.
2. The contractor will comply with all provisions of Execution Orders No.'s 11246 and 11063, and of the rules, regulations, and relevant orders of the Department of Labor, with respect to equal opportunity employment.
3. The contractor will furnish all information and reports required by the above mentioned agencies and will permit access of his books, records, and accounts by them to ascertain compliance with such rules and regulations.
4. Such provisions are applicable to all sub-contractors, and the contractor will take action with respect to any sub-contractor as the above agencies direct to enforce such provision.
5. Non-compliance with the equal employment opportunity and non-discriminatory clauses of the contract is cause for termination or suspension of the contractor or any sub-contractor in which there is noncompliance.

NOTE: The above clauses are not applicable to contracts under \$10,000.00.

SECTION 8

PROSECUTION AND PROGRESS

8.1 SUBLETTING OR ASSIGNING OF CONTRACT: The City shall not recognize any sub-contractor on the work. The contractor shall at all times when work is in operation be represented either in person, by a qualified superintendent, or other designated representative.

Should the contractor elect to assign his contract the said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the City and shall be consummated only on the written approval. In case of approval, the contractor shall file with the Engineering copies of all sub-contracts.

The purchase of sand, gravel, crushed stone, crushed slag, batched concrete, aggregates, ready mixed concrete, and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned or operated by such plants, or by a recognized commercial hauling company, shall not be considered as sub-contracting under these provisions.

8.2 PROSECUTION OF WORK: The contractor shall begin the work to be performed under the contract within ten (10) days of the date set by the Engineer in the written notice to proceed. The contractor shall notify the Engineer at least 24 hours in advance of the time he intends to start. The contractor shall conduct the work in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time limit set forth in the proposal. Should the prosecution of the work, for any reason, be discontinued by the contractor, with the consent of the Engineer, he shall notify the Engineer 24 hours in advance to resuming operation.

8.3 PROGRESS OF WORK: The contractor shall at all times conduct the work in such a manner and in such sequence as will insure the least practical interference with traffic and shall have due regard to convenient detours. He shall not open up work to the prejudice of work already started and the Engineer may require the contractor to finish the section of which work is in progress before work is started on any additional section.

The contractor shall arrange his work and dispose of his materials so as not to interfere with operations of other contractors engaged upon adjacent work, shall join his work to that of others in a proper manner and in accordance with the spirit of the plans and specifications and perform his work in proper sequence in relation to that of other contractors, as may be directed by the Engineer.

Each contractor will be responsible for any damage done by him or his agent to work performed by another contractor. Each contractor shall so conduct his operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

8.4 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT: The methods, equipment, and appliances used shall produce a satisfactory quality of work, and shall be adequate to maintain the schedule of progress specified.

If at any time it appears that the equipment, appliances or methods employed on the work are such that the quality of the finished work is not satisfactory or the rate of progress is not being maintained the contractor shall make such changes in equipment and appliances or order such additional equipment or appliances and shall adopt such methods as will insure satisfactory finished product within the contract time.

Should the contractor fail to furnish suitable and sufficient equipment for the proper prosecution of the work, the Engineer may withhold all estimates which are or may become due and may suspend the work until his orders are complied with. Failure of the contractor to provide adequate satisfactory equipment may result in the annulment of the contract.

Permission given by the Engineer to use any particular methods, equipment, or appliances shall not be so construed as:

(a) To relieve the contractor from furnishing other equipment or appliances or adopting other methods for the prosecution of the work at any time when it appears necessary to do so. (b) To bind the City to accept work which does not, when completed conform with the requirements of the contract. (c) To preclude the Engineer from requiring other methods, equipment, or appliances at any time when in his judgment the methods, equipment, or appliances which he has permitted the contractor to use prove to be inadequate or insufficient or unsatisfactory for the performance of the work required. The equipment used on any portion of the work shall be so used that no injury to the street, adjacent property or other streets shall result from its use.

Any person employed on the work performing improper and defective work, or who shall refuse or neglect to obey the directions of the Engineer, or inspector or who shall be deemed incompetent or disorderly, or who shall commit any trespass upon any public or private property in the vicinity of the work, shall be at once removed from the work when so ordered by the Engineer and shall not be re-employed on any of the work by the contractor unless written permission is given by the Engineer.

Should the contractor fail to remove such a person or persons as required above, or to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may withhold all estimates which are or may become due, or may suspend the work until such order are complied with.

8.5 TEMPORARY SUSPENSION OF WORK: The Engineer shall have the authority to suspend work fully or in part for such a period or periods as he may deem necessary due to unsuitable weather or such other conditions of the work, or for such time as is necessary due to the failure on the part of the contractor to carry out orders given or to perform any or all of the provisions of the contract. If it should become necessary to stop work, the contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged or deterioration of the work performed, erect temporary structures where necessary, provide suitable drainage of the project. The contractor shall not suspend work without written authority.

8.6 DETERMINATION OF THE TIME ALLOWABLE FOR COMPLETING THE WORK: The time for completion of the work and working days will be specified in the proposal and contract and the completion of the work within the time specified is an essential part of the contract. The Engineer will issue the contractor a construction work order stating the date upon which work may proceed. Then calendar days including the effective date of the construction work order shall be allowed to the contractor in which to begin work before the Engineer starts counting working days.

Work which will require inspection by the Engineer will not be permitted on Sundays or legal holidays, except that which may be necessary to preserve or protect the work. Legal holidays are defined as New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas and other days proclaimed by the Governor of Kansas as holidays. This provision does not preclude the repairing of equipment or performing of other minor work which requires no inspection by the City. The above provision relative to Sunday and Holiday work may be waived but only with the written approval of the Engineer.

Except as provided below, working days shall be determined only upon weather conditions, or upon conditions on the project caused by the weather. Days during which prosecution of the work has been suspended due to unsuitable weather conditions, storms, floods, or acts of providence shall not be counted as working days. Days on which work is delayed or suspended due to acts of the City or the Engineer, shall be counted as City's delay and shall not be counted as working days unless the contractor is permitted to perform major work in which case Sundays and Holidays shall be counted as working days as hereinafter prescribed. Additional working days may be granted for additional work added to the contract. Such additional working days shall be computed with due regard to the nature of the additional work. Additional working days may be granted to compensate for working days lost due to causes entirely beyond the contractors control provided the following provisions are complied with.

If the contractor finds that it will be impossible for him to complete the work within the time specified in the contract, or as extended by subsequent agreement, due to being subjected to delays occasioned by conditions beyond his control he shall within five calendar days after the beginning of such delay and prior to the expiration of said contract time period, make written

request to the Engineer for an extension in the number of working days setting forth the probable time which will be consumed by the delays and sufficient proof to establish his claim.

8.7 FAILURE TO COMPLETE WORK ON TIME: For each working day that part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the contract, or as increased by change order, the sum per day of \$300.00 shall be deducted from any amount due to the contractor, or if no money is due the contractor the City shall have the right to recover said sums from the contractor, from the surety or from both. The amount of these deductions is to cover liquidated damages to the City incurred by additional or other expenses due to the contractor's failure to complete the work within the time specified and such deductions are not to be considered as penalties.

The damage stipulated are to be deducted from any monies due the contractor as liquidated damages for the loss to the City on the account of the expense due to the employment of Engineers and their assistants and to pay any other expenses after the expiration of completion time set forth by the Engineer.

8.8 BREACH OF CONTRACT: If the contractor fails to begin work under contract within the time specified, or fails to perform the work with sufficient workmen, equipment or with sufficient materials to assure the prompt completion of said work within the time specified, or shall perform the work unsuitably or shall neglect or refuse to remove materials or perform anew such work as may be rejected as defective or unsuitable, or shall discontinue the prosecution of the work without authority, or if the contractor shall become insolvent or be declared bankrupt or permit any act of bankruptcy or insolvency, or allow any final judgments to stand against him unsatisfied for a period of one week, or for any cause whatsoever shall not carry on the work in an acceptable manner, the Engineer shall give notice in writing to the contractor and his surety of such delay, neglect or default, specifying the same, and if the contractor within a period of ten days after such notice shall not proceed in accordance where-with, then the City shall upon the written certificate of the Engineer of the fact of such delay, neglect or default and the contractors failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the contractor, to appropriate or use any or all materials or equipment on the ground as may be suitable or acceptable, and may enter into an agreement for the completion of said contract according to the terms and provisions thereof; or such methods as in the City's opinion shall be required for the completion of the said contract in any acceptable manner.

All loss and charges incurred by the City, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due the said contractor.

In case the expense incurred by the City shall be less than the sums which would have been payable under the contract then the contractor and the surety shall be liable and shall pay the City the amount of said excess.

If the City shall elect to take the prosecution of the work out of the hands of the contractor, for the reasons and in the manner herein provided, it may, without violating the contract, instead of completing said contract in the manner herein provided, demand to the contractor's surety that the surety proceed in the place of the contractor to complete the contract in accordance with the terms and provisions thereof, and the contractor in such case gives his full consent that the completion of the contract shall be undertaken and performed by the surety and the surety shall complete said contract according to the terms and provisions thereof.

8.9 TERMINATION OF CONTRACTORS RESPONSIBILITY: The contractor shall be released from further work on the project upon written notice of acceptance of the work by the Engineer.

The contract shall be considered complete upon payment of the final estimate. The contractor will then be released from further obligations except those set forth in the contractors bond.

SECTION 9

MEASUREMENT AND PAYMENT - GENERAL

9.1 MEASUREMENTS OF QUANTITIES: The Engineer will make the intermediate measurements and the final measurement to determine the quantities of the various items of work performed as the basis for the intermediate settlements and final settlement. The contractor, in all cases, will be paid for the actual amount of work performed in accordance with these specifications as shown by the final measurement. All work completed under the Contract shall be measured by the Engineer according to the United States Standard Measures.

9.2 SCOPE OF PAYMENT: The contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work or from action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Engineer, and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspensions or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

9.3 PAYMENT FOR INCREASED OR DECREASED QUANTITIES: When alterations in the plans or quantities of work not requiring supplemental agreements, as herein before provided for, are ordered and performed, the contractor shall accept payment in full at the contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

9.4 PAYMENT FOR OMITTED ITEMS: As provided in Paragraph 4.4 the Engineer shall have the right to cancel or alter the portions of the contract relating to the construction of any item or items therein by the payment to the contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation, alteration or suspension of the work by the Engineer. No allowance will be made for anticipated profits and reimbursements to the contractor for omitted items of work. Acceptable materials ordered by the contractor or delivered prior to the date of suspension of the work by order of the Engineer, will be paid for at actual cost of the contractor.

9.5 PAYMENT FOR SPECIAL, EXTRA, OR FORCE ACCOUNT WORK: In no case will any claim for extra work be allowed unless same has been ordered in writing by the Engineer. The contractor shall perform special or extra work, for which there is no price included in the contract, whenever to complete fully the work as contemplated it is deemed necessary and desirable that such work shall be done. Such special or extra work shall be done in accordance

with the specifications therefor. This special or extra work will be paid for at a unit price or lump sum to be agreed upon previously in writing by the parties hereto.

If such a price or sum cannot be agreed upon by both parties, or if this method of payment is impracticable, the Engineer, with the approval of the Commission, may order the contractor to do such work on a force-account basis, or other arrangement may be made for doing the special or extra work.

9.6 UNDETERMINED ITEMS: Before the opening of proposals, where it is impossible or impracticable to determine the amount or kind of some of the items that may be encountered or needed to complete the work properly, and where the Engineer has reason to believe these items may be encountered or needed, he may set a price upon said items in the proposal, and the prices so set shall become the unit price for those items should the contract be awarded.

9.7 SUPPLEMENTAL AGREEMENT: The Commission may, upon recommendation of the Engineer, enter into a supplemental agreement with the contractor to do special or extra work or certain other work, not included on the original bidding proposal, at the unit prices specified in the supplemental agreement. Such an agreement when executed shall immediately become a part of the original contract and shall be subject to all general or special provision governing it.

9.8 PARTIAL PAYMENT: At stated intervals, usually not less than one (1) calendar month, the Engineer will make an approximate estimate in writing of the amount of work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten (10) percent to be retained until after completion of the entire work to the satisfaction of the Engineer, and the balance will be certified to the Commission for payment, except that no amount less than \$500.00 will be so certified unless the total amount of the contract remaining unpaid is less than \$500.00. Deductions will be made from partial payments if the contract includes a provision for a lump-sum or percentage deduction. Lump-sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the contract amount. Percentage deductions will be computed as the stated percentage of the amount earned.

9.9 ACCEPTANCE OF PORTIONS OF THE WORK: When the contractor has completed a portion of the work in accordance with the plans and specifications and the same has been accepted by the Engineer and has been opened to traffic, maintenance by the contractor shall cease provided, however, that no such acceptance or opening of work shall relieve the contractor from the obligations of replacing any defective work which may be properly attributed to the negligence of the contractor.

9.10 ACCEPTANCE OF FINAL PAYMENT: Whenever the contractor shall have completed the work in an acceptable manner in accordance with the terms of the contract, the Engineer shall make a final inspection of the entire work, and he shall certify in writing as to said

completion and shall further certify as to the entire amount of each class of work performed as to the compensation due the contractor therefor. The contractor shall sign the final estimate and shall furnish a sworn statement that all indebtedness has been paid in full as provided in the he contract bond.

9.11 RESPONSIBILITY FOR PAYMENT: Payment for the work will be made by the City with warrants derived format he proceeds of the sale of temporary notes or bonds or from funds on hand. All payments will be made on the tenth of the month for work performed before the end of the previous month.

SECTION 10

SPECIAL PROVISIONS

1. **TRAFFIC CONTROL:** The Contractor shall protect the public by the use of proper and necessary flags, lights, signals, barricades or other warning devices as needed, all in accordance with the details of the plans and with the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highway Administration, Millennium Edition or latest revisions thereof.
2. **DISPOSAL OF WASTE MATERIALS:** The Contractor shall have full responsibility for proper disposal of waste materials.
3. **UTILITIES:** At least 72 hours prior to beginning any excavation, excluding weekends and holidays, the Contractor shall contact the Kansas one-call system, a utility location service, at 1-800-DIGSAFE to request the utility companies to locate any existing lines within the project area.
4. **EXISTING CONDITIONS:** The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer are conditions on the site differing from those shown on the plans.
5. **SAFETY:** The Contractor shall comply with all applicable safety regulations, insuring the safety of personnel directly involved with the project and the safety of the public.
6. **ADDITIONAL WORK:** The contractor shall assure himself that all property owners in the area are contacted before beginning works adjacent to their property. The contractor shall be aware that, at the property owner's election, the amount of work may be increased over that shown in the plans. The contractor shall also be aware that the amount of work may vary due to further review of conditions by the City. The variance may serve to increase or decrease actual quantities.
7. **YARD DRAINS:** The contractor shall be responsible for construction new curb and gutter so as to provide for existing yard and roof drain pipes and flumes. This work shall be subsidiary to curb and gutter construction and no separate payment shall be made for this work.
8. **USE OF RESIDENTIAL STREETS:** The contractor shall schedule and otherwise order his work such that streets that have been repaved within the last three (3) years are not used on a regular basis for transporting construction equipment or material.
9. **WORK PAST LIMITS OF PAVING:** In areas where curb and gutter of valley gutter work extends past the limits of paving, the contractor shall perform asphalt patching as require to match the existing pavement. Costs of this work shall be subsidiary to other items of work.

- 10.** Asphaltic concrete pavement surface smoothness shall be tested immediately after break down rolling to meet specified tolerances. Maximum allowable variance for surface smoothness shall be $\pm 1/4"$, using a 12' straight edge moved systematically over entire paved area to determine compliance.

SECTION 11

MEASUREMENT AND PAYMENT

PROJECT NO. 636

For the purpose of payment to the Contractor, the work has been divided into bid items as described in the Plans and Specifications and below. It is the intent of the Plans and Specifications to define a project complete and in place. Included in the payment for the items listed below are all materials, labor, equipment, tools and incidentals necessary to complete the respective item as specified or shown elsewhere in the Plans and Specifications.

Any work necessary to complete the project, and not included in a bid item, will be considered to be incidental and no direct payment will be made but its cost shall be included in the prices bid for the Project.

TRANSITION MILLING

Payment for this item will be made on the basis of the square yards of surface actually milled to transition from existing pavement to the new higher overlaid surface and will include the cost of removal, hauling and disposal of the milled material.

EDGE MILLING

Payment for this item will be made on the basis of the square yards of surface actually milled in a 6-foot-wide strip along curb to transition from the existing pavement to the new higher overlaid surface and will include the cost of milling, removal, hauling, and disposal of the milled material.

HMA SURFACE ULTRATHIN

Payment for this item will be made on the basis of the square yards of compacted material placed and accepted by the inspector. Tack/bonding materials will be subsidiary to this bid item.

ASPHALT BASE PATCHING

Payment for this item shall be made at the Unit Price Bid on the basis of the number of tons of asphaltic material delivered and used for each patch agreed upon by the City of El Dorado and the contractor. The unit price shall include furnishing all materials, labor, and equipment necessary to complete each patch, including layout and saw-cutting, excavation/removal of existing pavement, preparation and shaping of the patch area, placement and compaction of asphalt base material, tack coat on all asphalt and concrete contact surfaces, and hauling and disposal of removed material.

SPOT PROFILE MILLING

Payment for this item will be made on the basis of the square yards of material removed to level/smooth localized high spots in asphalt caused by bulging or heaving from previous patches or rutting. Depth varies, typically less than 2".

MANHOLE PAD

Payment will be made at the Unit Price Bid on the basis of each unit completed and accepted.

WATER VALVE PAD

Payment will be made at the Unit Price Bid on the basis of each unit completed and accepted.

TRAFFIC CONTROL

The Lump Sum Price Bid for this item shall cover all work and materials required for the proper installation and maintenance of the traffic control devices depicted on the plans. One half of the Lump Sum Price Bid will be paid upon installation of the traffic control devices. The remainder will be paid upon completion of the satisfactory maintenance and removal of all traffic control devices on the final estimate.

MOBILIZATION

Payment for Mobilization will be made on the basis of the Lump Sum Bid Price which shall pertain to the Contractor's efforts to transport and set up on site personnel, equipment, supplies and incidentals and to other work and operations which must be performed, or costs incurred prior to beginning actual work on the various items in the contract. This item shall require that the Contractor submit a proposed payment schedule to the Engineer for approval, but under no circumstance will 100 percent of the item be paid before 50 percent of the original contract amount has been completed.

SECTION 12

SPECIFICATIONS FOR ULTRATHIN BONDED ASPHALT SURFACE

PROJECT NO. 636

1. **DESCRIPTION:** This specification covers the quality, composition and gradation requirements of aggregates, the mix designations and construction requirements for asphaltic concrete pavement.
2. **GENERAL SPECIFICATIONS FOR ALL TYPES OF CONSTRUCTION:** The provisions of “General Specifications for All Types of Construction”, shall apply in detail to the construction of the asphaltic concrete pavement.
3. **MIX DESIGNATION:** All work for the Ultrathin Bonded Overlay shall comply with KDOT specifications section 613. This includes section 613.2 as the Contractor will be required to follow these quality control specifications as detailed in this section. The mix designation and nominal thickness of the UBAS is specified to be Type B and 5/8 inches, respectively.

Exceptions:

- Section 613.8, Part a. Measurement and payment will be made per square yard (SY), in lieu of standard tonnage-based payment
 - Section 613.8, Part b. This section in the KDOT specifications does not apply to this project. The emulsified asphalt shall be considered subsidiary to the bid item “HMA Surface UltraThin”.
4. **FIELD QUALITY CONTROL:** Surface smoothness shall be tested immediately after breakdown rolling to meet specified tolerances. Maximum allowable variance for surface smoothness shall be +/- 1/4”, using a 12’ straight edge moved systematically over entire paved area to determine compliance.

SECTION 13

SPECIFICATIONS FOR CONCRETE

- 1. DESCRIPTION:** This section covers the requirements for all concrete work to be performed on this project.
- 2. GENERAL SPECIFICATIONS FOR ALL TYPES OF CONSTRUCTION:** The provisions of "General Specifications for All Types of Construction", shall apply in detail to all concrete work.
- 3. CONSTRUCTION REQUIREMENTS:** Divisions 400 and 500 and other Divisions referred therein of the 1990 Edition of the Standard Specifications for State road and Bridge Construction of the Kansas Department of Transportation are incorporated by reference in these specifications with exceptions and modifications as shown below.
 - A.** Sections 502.06, 502.07, and 502.08 are to be deleted in their entirety.
 - B.** The Contractor shall submit a plan to the Engineer for the proposed method of construction of concrete pavement. The Engineer shall check this plan for conformity to the applicable portions of the specifications.
- 4. CONCRETE REQUIREMENTS:** Concrete used shall conform to the following requirements:
 - A.** The minimum cement content shall be 620 pounds per cubic yard of concrete.
 - B.** The maximum allowable water content shall be 0.49 pounds per pound of cement including surface moisture, but excluding water absorption of the aggregates.
 - C.** A mixed aggregate shall be used with 40 percent or more (by weight) retained on the No. 4 sieve.
 - D.** The slump shall be 2 1/2 inches at the point of delivery, plus or minus three-fourths of an inch (3/4").
 - E.** The concrete shall have air entrainment at 6 percent, plus or minus 2 percent.
 - F.** The concrete shall have a minimum 28-day compressive strength of 4,000 psi.
- 5. TESTING:** The Engineer shall be responsible for all testing associated with concrete work.
- 6. PLACING CONCRETE:**

A. GENERAL: Before beginning placement of concrete, hardened concrete and foreign materials shall be removed from the inner surface of the conveying equipment. Before depositing concrete, all debris shall be removed from the space to be occupied by the concrete; forms, if constructed of lumber, shall be thoroughly wetted (except in freezing weather) or oiled. Reinforcement shall be secured thoroughly in position and approval by the Engineer obtained before concrete is placed.

B. REMOVAL OF WATER: Water shall be removed from the space to be occupied by the concrete before concrete is deposited, unless otherwise directed by the Engineer. Any flow of water into an excavation shall be diverted through proper side drains to a sump, or be removed by other approved methods which will avoid washing the freshly deposited concrete. If directed by the Engineer, water vent pipes and drains shall be filled by grouting, or other approved means, after the concrete has thoroughly hardened.

C. COMPACTING: During and immediately after depositing, concrete shall be compacted thoroughly by means of suitable tools. In general, concrete shall be compacted by mechanical vibration. Number and type of vibrators shall be subject to the approval of the Engineer.

For thin walls or inaccessible portions of forms where spading, rodding, or forking is impracticable, concrete shall be worked into place by vibrating or tapping forms lightly opposite the freshly deposited concrete. Concrete shall be worked thoroughly around reinforcement, and around embedded fixtures, and into corners of forms.

Accumulations of water on surface of concrete, during placement and compacting, due to water gain, segregation or other causes shall be prevented as far as possible by adjustments in the mixture. Provisions shall be made for removal of such water as may accumulate so that, under no circumstances, will fresh concrete be placed in such accumulations.

D. DEPOSITING CONTINUOUSLY: Concrete shall be deposited continuously or in layers of such thickness that no fresh concrete will be deposited on concrete which has hardened sufficiently to cause formation of seams and planes of weakness within the section. If a section cannot be placed continuously, construction joints shall be located at points as provided for in the drawings or approved by the Engineer.

E. DEPOSITING IN COLD WEATHER: Concrete when deposited shall have a temperature of not less than 50 degrees Fahrenheit nor more than 100 degrees Fahrenheit. The Contractor shall submit for the approval of the Engineer the methods he proposes to use for protecting the concrete from freezing temperatures during the first 72 hours where Type I or II Portland cement is used, or 24 hours where Type III (high early strength)

Portland cement is used. Before placing concrete, forms and sub-grade shall be free from frost and ice. Methods of heating materials shall be approved by the Engineer. Salts, chemicals or other foreign materials shall not be mixed with the concrete for the purpose of prevent-

ing freezing. Calcium Chloride may be used as an accelerator when specifically approved by the Engineer.

F. BONDING: Before depositing fresh concrete on or against concrete which has hardened, forms shall be re-tightened. The surface of the hardened concrete shall be roughened, in a manner that will not leave loosened particles of aggregate or damaged concrete at the surface, cleaned thoroughly of foreign matter and saturated with water. To provide adequate mortar at the juncture of the hardened and newly deposited concrete, the cleaned and saturated surfaced, including vertical and inclined surfaces, shall be first covered thoroughly with a coating of mortar or neat cement grout, against which new concrete shall be placed before the grout has attained its initial set.

7. CURING OF CONCRETE: All concrete surfaces shall be protected to insure that loss of moisture from the surface is held to a minimum for a period of at least seven (7) days following initial set. Where Type III (high early strength) Portland cement is used, the period shall be not less than three (3) days. Concrete damaged by improper curing shall be subject to removal and replacement as directed. The method of curing, regardless of type, will not relieve the Contractor of his responsibility to provide concrete having required strength and surface finish. Unless otherwise specified for a specific item of work, the prevention of the loss of moisture from the concrete surface shall be accomplished by one of the following alternate methods:

A. Surface maintained continuously wet by sprinkling or inundation;

B. Covering with burlap mats kept continuously wet;

C. Covering surfaces with white or translucent polyethylene sheeting not less than .004 inch in thickness. Splices shall be made with a minimum lap of 4 inches and sealed with adhesive tape approved by the Engineer.

D. Application of a membrane curing compound such as Richmond Screw Anchor Co., Inc.; "Rich Cure E"; or an equal product approved by the Engineer. Application shall be at a rate of not more than 200 square feet of surface per gallon of compound.

E. Forms left in place during the specified curing period shall be sprinkled and maintained moist as required to prevent rapid drying of the concrete.

F. Other methods of curing as may be approved by the Engineer.

8. DEFECTIVE CONCRETE:

A. DEFICIENT STRENGTH: Where the results of strength tests indicate concrete which fails to conform to these specifications, additional test specimens shall be taken, in ac-

cordance with ASTM C42, from the questioned areas, as directed by the Engineer. If the strength indicated by these core samples meets the specification requirements the concrete will be accepted. In the event that the core tests fail to meet the specifications, all concrete represented by the deficient test specimen shall be removed and replaced by the Contractor at no additional cost to the Owner. The cost of all coring and testing, including satisfactory patching of core holes, shall be borne by the Contractor.

B. DEFECTIVE AREA: Areas of concrete which are defective for reasons other than strength (i.e. Honeycombs, finish irregularities, misalignment of forms, cracks etc.) shall be repaired by methods approved by the Engineer. When in the opinion of the Engineer satisfactory repairs cannot be made, the defective concrete shall be removed and replaced by the Contractor at no additional cost to the Owner.

9. CONSTRUCTION:

A. GENERAL: The Contractor shall ensure all pipe, pipe sleeves, reinforcing and other embedments are properly set and placed prior to any concrete pours. Concrete items shall be constructed to the detailed thickness and to the lines and grade as shown on the plans. Concrete shall be placed over moistened and unfrozen subgrade and when the ambient temperature is 40 degrees Fahrenheit or greater and rising. The subgrade shall be void of excessive moisture. The concrete shall be reinforced with the type of reinforcement indicated and the reinforcement shall be secured and tied in place prior to de-positing any concrete. All voids resulting from wall ties or other similar items shall be grouted full prior to backfilling.

SECTION 14

SPECIFICATIONS FOR MILLING

1. DESCRIPTION: This work will consist of the removal of the existing surface as shown in the plan details. It will also include the loading and stockpiling of the milled material. Transition milling will take place at the beginning and end of the project limits and abutting valley gutters and intersections. The transition milling shall transition from 5/8" to 0" in the distance specified in the plan details.

If edge milling is required, it shall consist of using a cold milling machine at least six (6) foot in width. All areas that are edge milled shall transition from 5/8" to 0" in the 6 feet. This will include milling along the outside curb line, medians, and drive entrances.

2. GENERAL SPECIFICATIONS FOR ALL TYPES OF CONSTRUCTION: The provisions of "General Specifications for All Types of Construction", shall apply in detail to the milling of the existing surface.

3. CONSTRUCTION REQUIREMENTS: The surface will be removed to the required grade line by means of equipment which is automatically controlled with regard to grade and slope and approved by the Engineer.

The Contractor shall remove all bituminous or other material from the surface of the curb and gutters, valley gutters and other such existing items which are not removed.

Contractor will be responsible for removal & disposal of all milled material.

Milling - 1/1