

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
June 26, 2014  
7:00 PM**

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts\_\_\_\_Longanecker \_\_\_\_Crooks\_\_\_\_Cross\_\_\_\_Wiseman\_\_\_\_ Brown
2. **Welcome**
3. **Pledge of Allegiance**

**Consent Agenda** *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Agenda Approval
5. City Council Meeting Minutes June 12, 2014

**Regular Agenda**

6. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

**Business Requiring Action**

8. **CONSIDER CONCURRENCE TO BID CONSTRUCTION OF 2014 STREET MAINTENANCE PROGRAM**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

9. **CONSIDER FINAL ACCEPTANCE OF BIG BULL CREEK WASTEWATER TREATMENT FACILITY AND CONVEYANCE SYSTEM**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

10. **Report by the City Administrator**

- o Reminders for 3<sup>rd</sup> of July Community Picnic and Fireworks
- o Presentation of Review of Traffic Impact Study of conditional use application for Bettis Asphalt

11. **Report by the Mayor**

12. **Future Meeting/Event Reminders:**

- July 3<sup>rd</sup> 6:30 PM – Edgerton Community Picnic and Fireworks
- July 4<sup>th</sup> – City Offices Closed
- July 8<sup>th</sup> 7:00 PM – Planning Commission
- July 10<sup>th</sup> 7:00 PM – City Council Meeting and Budget Work Session
- July 16<sup>th</sup> Noon – Senior Lunch

- July 24<sup>th</sup> 7:00 PM – City Council Meeting
- July 31<sup>st</sup> 7:00 PM – City Council Work Session – Truck Related Ordinances

13. **Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**City of Edgerton, Kansas**  
**Minutes of City Council Regular Session**  
**June 12, 2014**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton Kansas on June 12, 2014. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

**1. ROLL CALL**

Heidi Wiseman	present
Frances Cross	present
Cindy Crooks	present
Clay Longanecker	present
 Jody Brown	 absent

With a quorum present, the meeting commenced.

Staff in attendance:                      City Administrator Beth Linn  
   City Attorney Patrick Reavey

Consultants in attendance:        Johnson County Sheriff Representative

**WELCOME**

**2. PLEDGE OF ALLEGIANCE**

**3. CONSENT AGENDA**

- A. Agenda Approval
- B. Minutes of May 22, 2014

Motion by Longanecker, seconded by Wiseman, to approve the consent agenda.

Motion carried, 4-0.

**4. PUBLIC COMMENTS**

- A. None

**5. DECLARATIONS BY COUNCIL MEMBERS**

- A. None

**6. Presentation by Southwest Johnson County Chamber**

Stacy Boyajian, Chairperson for the Southwest Johnson County Chamber, was present to inform the Mayor and Council of the changes in the chamber. They are changing and rebuilding. The Chamber has hired an outside accountant and a board member serving as a part time employee. They have added five new board members and are currently working on their budget. She is asking the City of

Edgerton to consider increasing the financial support to include an \$3500.00 in sponsorship in addition to the \$300.00 annual membership the City usually pays.

**7. PRESENTATION BY CANDID MARKETING**

Becky Freetly-Graber, Candid Marketing, provided a Mid-Year Update to the Governing Body. The Update highlighted many of the items that Candid has produced for the City of Edgerton, including a sub-brand for Parks and Recreation, a new resident packet, and flyers for several different city functions. Ms. Graber also noted that the community brand has won two marketing industry awards, the Kansas City Chapter of International Association of Business Communicators Quill Award in 2013 and the Retail Industry Leaders Association Brochure won a Kansas City Business Marketing Association Award in 2014.

**BUSINESS REQUIRING ACTION**

**8. THE 2013 AUDIT OF FINANCIAL STATEMENTS AS PRESENTED BY MIZE HOUSER WAS CONSIDERED**

The City Administrator stated to the Mayor and City Council that in November 2013, the City of Edgerton renewed a contract with Mize Houser for professional services to perform the annual audit of the City's financial statements for fiscal year 2013. The approved contact included a single audit of the city's loan program with the State of Kansas Water Pollution Control Revolving Loan Fund for construction of the Big Bull Creek Wastewater Treatment Facility. The single audit is required by the State of Kansas because the dollar amount exceeded \$500,000. The 2013 Audit of Financial Statements is now complete. Abram Chrislip, representative from Mize Houser & Company, was present to give a brief overview of the audit statement and answer any questions.

Motion by Crooks, seconded by Cross, to approve the 2013 Audit of Financial Statement as presented by Mize Houser.

Motion carried, 4-0.

**9. ORDINANCE NO. 972 AMENDING SECTION 14-208 OF ARTICLE 2 OF CHAPTER XIV OF THE CITY CODE TO INCLUDE NEW PARKING RESTRICTIONS ON EAST 6<sup>TH</sup> STREET WAS CONSIDERED**

The City Administrator explained the ordinance will not allow parking on East 6<sup>th</sup> Street. Council member Crooks asked about the walking path across the railroad tracks.

Motion by Cross, seconded by Longanecker, to approve Ordinance No. 972 amending Section 14-208 of Article 2 of Chapter XIV of the City Code to include new parking restriction on East 6<sup>th</sup> Street.

Motion carried, 4-0.

**10. FINAL ACCEPTANCE OF PUBLIC ROAD SOUTH PHASE I WAS CONSIDERED**

The City Administrator indicated City Council approved a Development Agreement with Edgerton Land Holding Company, LLC (ELHC) in August 2013 for the construction of Public Road South Phase

1 to serve inland Port 1 and DEMDACO. She announced the road is officially named Kill Creek Road. The City's Construction Inspector with BG Consultants has indicated that the project is complete in general conformance to the plans and specifications as approved by the City of Edgerton.

Motion by Longanecker, seconded by Wiseman, to approve Final Acceptance of Public Road South Phase 1 (also known as Kill Creek Road Phase 1).

Motion carried, 4-0.

**11. CHANGE ORDER #4 TO THE DESIGN/BUILD AGREEMENT WITH BURNS AND MCDONNELL/CAS CONSTRUCTION, LLC TO INCREASE THE CONTRACT AMOUNT BY \$5050.00 WAS CONSIDERED**

City Administrator Linn indicated Change Order #4 would result in an increase to the agreement of \$5050.00. That cost is divided between Edgerton and The City of Gardner based on individual line items. The City of Edgerton's share decreases by \$509.00 and the City of Gardner's share increases by \$5559.00. It was reported Change Order #4 has not been formally accepted by the City of Gardner; the City's approval is contingent on the City of Gardner's approval.

Motion by Longanecker, seconded by Crooks, to approve change order #4, contingent on approval by the City of Gardner, to the Design/Build agreement with Burns and McDonnell/CAS construction LLC to increase the contract amount by \$5050.00.

Motion carried, 4-0.

**12. REPORT BY THE CITY ADMINISTRATOR**

The City Administrator announced:

- Copy of the press release about the Quiet Zone is available for all to view.
- Park and Recreation Coordinator cancelled the Fathers Day Campout due to lack of minimum registrations. Council member Crooks suggested trying a different weekend.
- The open gym, a program hosted by the City of Edgerton Parks and Recreation Department has been very successful with over 40 kids in attendance.
- An update on the water heater and the floor damage in the community building was presented to council. With the scope of the project the State Historical Society has been notified and is in agreement with the necessary work.
- Mayor Roberts and City Administrator Beth Linn attended the meeting about the asphalt and concrete plants. The City submitted concerns regarding the Conditional Use Permit for the asphalt and concrete plants to include items such as road maintenance, moving the entrance, rumble strips and an internal haul road. With the exception of rumble strips, those concerns were not included in the stipulations recommended by Southwest Johnson County Zoning Board.

**13. REPORT BY THE MAYOR**

The Mayor reported:

- The Mayor shared a Congratulations note from Senator Moran for the award received in Washington D.C.
- Volunteers are needed for Frontier Days, please consider signing up to help.
- Casey Carter is doing a great job, bringing volunteers to the City of Edgerton, and helping with lots of tasks such as painting and planting flowers in the flower beds. Mr. Carter is the pastor of a new church coming to town in the near future.

Reminder of the Future Meetings/Events:

June 14<sup>th</sup> – 15<sup>th</sup> – Father's Day Campout (cancelled)

June 18<sup>th</sup> Noon – Senior Lunch

June 20-22 – Edgerton Frontier Days

June 26<sup>th</sup> 7:00 PM – City Council Meeting and Budget Work Session

July 3<sup>rd</sup> 6:30 PM – Edgerton Community Picnic and Fireworks

July 4<sup>th</sup> – City Offices Closed

July 8<sup>th</sup> 7:00 PM – Planning Commission

July 10<sup>th</sup> 7:00 PM – City Council Meeting and Budget Work Session

July 16<sup>th</sup> Noon – Senior Lunch

July 24<sup>th</sup> 7:00 PM – City Council Meeting

July 31<sup>st</sup> 7:00 PM – City Council Work Session – Truck Related Ordinances

**14. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (B) (2) CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP.**

Motion by Wiseman, seconded by Longanecker, to recess into executive session for twenty minutes for consultation with an attorney, deemed privileged in the attorney-client relationship to include the city administrator.

Motion carried, 4-0.

The meeting recessed at 8:20 p.m.

Council member Jody Brown arrived at 8:27 p.m. and joined the executive session.

The meeting reconvened at 8:40 p.m.

Motion by Wiseman, seconded by Crooks, to recess back into executive session for an additional five minutes.

Motion carried, 5-0.

The meeting recessed at 8:42 p.m.

The meeting reconvened at 8:47 p.m. with everyone present.

Motion by Cross, seconded by Wiseman, to return to regular session and indicated only the items mentioned were discussed, and no action taken.

Motion carried, 5-0.

**15. ADJOURN**

Motion by Cross, seconded by Crooks, to adjourn.

Motion carried, 5-0.

Meeting adjourned at 8:49 p.m.

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Janeice L. Rawles, CMC

Approved by the Governing Body on \_\_\_\_\_.

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Final Acceptance of Big Bull Creek Wastewater Treatment Facility and Conveyance System

**Department:** Public Works

**Background/Description of Item:** In May 2012, the City of Edgerton approved a Design/Build Agreement with Burns and McDonnell/CAS Construction LLC for completion of design and construction of the Big Bull Creek Wastewater Treatment Facility and conveyance system.

In addition, the City of Edgerton entered into an agreement with the City of Gardner for Construction of Wastewater Improvements and Transportation and Treatment of Wastewater. This agreement anticipated the need for additional infrastructure to be constructed by the City of Gardner to connect Gardner's existing wastewater infrastructure to the Big Bull Creek conveyance system. The new infrastructure includes gravity interceptor northeast of 191<sup>st</sup> Street and Waverly, the Waverly lift station and the force main to connect Waverly lift station to the Big Bull Creek conveyance system.

The project is now complete. The design-build team has submitted final pay application for city to consider acceptance of the project. As required in the Agreement with Gardner, the City inspected the construction the plant and conveyance system for conformance to plans and city standards. The City's Construction Inspector with BG Consultants has indicated that the project has been completed in general conformance to the plans and specifications approved by the City of Edgerton.

Staff would recommend final acceptance of the project and consider the construction complete.

Enclosure: Email from BG Consultants

**Related Ordinance(s) or Statute(s):**

**Recommendation:** Approve Final Acceptance of Big Bull Creek Wastewater Treatment Facility and Conveyance System

**Funding Source:** N/A

Prepared by: Beth Linn, City Administrator  
Date: June 23, 2014



## Beth Linn

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**From:** Jon Carlson <jon.carlson@bgcons.com>  
**Sent:** Wednesday, June 11, 2014 7:41 AM  
**To:** Beth Linn  
**Cc:** David Hamby; Michael Mabrey  
**Subject:** Final Acceptance Big Bull Creek WWTP & Collection System

Beth,

To the best of my knowledge the Big Bull Creek Waste Water Treatment Plant and Collection System has been completed in general conformance to the plans and specifications as approved by the City of Edgerton.

The project can be accepted by the City at their discretion.

Sincerely,



**Jon Carlson** | Senior Construction Inspector  
BG Consultants, Inc.  
1405 Wakarusa Drive | Lawrence, KS 66049  
P: 785.749.4474 | F: 785.749.7340  
[www.bgcons.com](http://www.bgcons.com)

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Concurrence to Bid Construction of 2014 Street Maintenance Program

**Department:** Public Works

**Background/Description of Item:** In May 2014, staff presented a draft five-year street maintenance program to City Council for consideration. During the citizen survey in 2013, Edgerton residents ranked "maintenance of city streets, buildings, and facilities" as the top priority to receive the most emphasis over the next two years.

Based on discussion and inquiry from council, staff worked with the City Engineer to identify streets originally shown for chip/seal in 2015 that could be accelerated to 2014 while keeping the "zone approach." The zone approach bundles adjacent streets together to make the project more attractive to a contractor for construction.

Enclosed is a draft project manual for bidding and construction purposes. In addition, enclosed is a map of the streets proposed to be completed in 2014 and the original 2015 plan.

Staff anticipates a bidding and construction schedule as follows:

Concurrence to bid from City Council – June 26

Advertisement for Bid – July 2

Bid Opening – July 22

Award Construction Contract – July 24

Preconstruction Meeting – week of July 28

Construction Begin – Aug 4

Substantial Completion – Sept 19

The 2013 Audit of Financial Statements shows a balance of \$164,128 in the Special Highway Fund. The approved 2014 budget for Special Highway Fund includes \$130,000 allocated for contractual services. Staff anticipates the cost of the 2014 Street Maintenance Program to be less than \$100,000. Exact construction dollars are unknown until the bidding process is complete.

Staff recommends granting concurrence to bid contingent on approval of the project manual by City Attorney.

Enclosure: Draft Project Manual for 2014 Street Maintenance Program

Map of 2014 Street Maintenance Program

Map of original proposed 2015 Street Maintenance Program

**Related Ordinance(s) or Statute(s):**

**Recommendation:** Grant Concurrence to Bid Construction of 2014 Street Maintenance Program

**Funding Source:** Special Highway Fund

Prepared by: Beth Linn, City Administrator

Date: June 23, 2014

PROJECT MANUAL  
For  
2014 STREET IMPROVEMENTS

**City of Edgerton, Kansas**

June 2014

Project No. 14-1021L



**BG Consultants, Inc.**

■ Engineering ■ Architecture ■ Surveying

**Lawrence, Kansas**  
(785) 749-4474

**Manhattan, Kansas**  
(785) 537-7448

**Hutchinson, Kansas**  
(620) 665-3952

**Emporia, Kansas**  
(620) 343-7842

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# Advertisement for Bids

2014 Street Improvements  
Edgerton, KS

City of Edgerton, Kansas  
404 East Nelson  
Edgerton, KS 66021

Separate sealed Bids for the construction of the following approximate major quantities of work:

- |                               |        |         |
|-------------------------------|--------|---------|
| 1. CRS-1H Emulsified Asphalt  | 28,400 | Gallons |
| 2. CM-L-1 KDOT Cover Material | 7,045  | C.Y.    |
| 3. Traffic Control            | 1      | L.S.    |

Sealed Bids will be received by the City of Edgerton at City Hall until 4:00 p.m. on Tuesday, July 8, 2014. Bids received after said time will be returned to bidder unopened. These bids will be for the furnishing of labor and materials and performing all the work in accordance with the drawings and specifications. The Edgerton City Council will award the work at its Thursday, July 10, 2014 meeting.

The Contract Documents may be examined at the following locations:

1. City Hall, 404 East Nelson, Edgerton, Kansas , (913) 893-6231
2. BG Consultants, Inc. 1405 Wakarusa Dr, Lawrence, Kansas 66049, (785) 749-4474
3. BG Website [www.bgcons.com](http://www.bgcons.com)
4. QuestCDN [www.questcdn.com](http://www.questcdn.com)

A complete set of the Contract Documents may be obtained by a prospective Bidder by sending a nonrefundable check or cash deposit of \$20.00, along with a written request for a said set of documents ADDRESSED TO: BG Consultants, Inc., Lawrence, Kansas 1405 Wakarusa Dr, Lawrence, Kansas 66049, phone no. (785) 749-4474.

Complete digital project bidding documents are available for a non-refundable fee of \$20.00 by either going to the BG Consultants Inc. website [www.bgcons.com](http://www.bgcons.com) – click on PROJECT BID INFO; or, at [www.questcdn.com](http://www.questcdn.com) by entering Quest Project number #3106620 on the website's project search page.

Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information.

The City of Edgerton reserves the right to reject any and all bids and alternates and to waive any irregularities therein. The City of Edgerton will not pay any costs associated with the preparation of any bid.

Beth Linn  
City Administrator  
City of Edgerton

# **Instructions to Bidders**

## **TABLE OF ARTICLES**

Article 1 - Defined Terms
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Article 18 - Bids to Remain Subject to Acceptance
Article 19 - Evaluation of Bids and Award of Contract
Article 20 - Contract Security and Insurance
Article 21 - Signing of Agreement
Article 22 - Sales and Use Taxes

### **ARTICLE 1 - DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

### **ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office. The deposit is NON-REFUNDABLE. The successful Bidder will be furnished with five (5) complete sets of Bidding Documents in good condition within 30 days after opening of Bids. If additional sets are needed, they will be sold to the Bidder at the actual cost of production.

- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

- 3.01 Before award of the Contract, the successful Bidder may be required to satisfy the Owner as to Bidder's experience and competence to construct the work; integrity and reliability in carrying out the provisions of bonds; and resources for the vigorous prosecution of the work.
- 3.02 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder may be required submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

### **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
  - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

### **ARTICLE 5 - PRE-BID CONFERENCE**

- 5.01 A pre-Bid conference will not be held for this project.

### **ARTICLE 6 - SITE AND OTHER AREAS**

- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

### **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Submission of questions should be directed to the Issuing Office, or by email to:

David Hamby, P.E, CFM  
Project Manager  
david.hamby@bgcons.com

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

#### **ARTICLE 8 - BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 % of Bidder's maximum Bid price and in the form of a certified check or a Bid bond issued by a surety. Failure to provide said Bid security shall result in a non-responsive Bid.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

#### **ARTICLE 9 - CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

#### **ARTICLE 10 -LIQUIDATED DAMAGES**



10.01 Provisions for liquidated damages are set forth in the Agreement.

## **ARTICLE 11 - SUBSTITUTE AND “OR-EQUAL” ITEMS**

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or “or-equal” materials as approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. Request for Engineer’s clarification of materials and equipment considered “or-equal” prior to the Effective Date of the Agreement must be received by the Engineer at least 15 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

### **ARTICLE 13 - PREPARATION OF BID**

- 13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and business address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 13.10 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in Edgerton, Kansas.

## **ARTICLE 14 - BASIS OF BID; COMPARSION OF BIDS**

### **14.01 Unit Price**

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined by the Engineer.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

## **ARTICLE 15 - SUBMITTAL OF BID**

- 15.01 With each hardcopy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and the Bid bond form. The unbound copy of the Bid Form is to be completed and submitted with all the attachments outlined in the Bid Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at address in the Bid Form. Bids received after the specified time will be returned, unopened to the Bidder.

## **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if

the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the Bid.

#### **ARTICLE 17 - OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 17.02 All bids shall be made and received with the express understanding that the Bidder accepts the terms and conditions set forth in this project manual.

#### **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. Extensions and totals submitted in the Bid will be subject to audit and verifications.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be disclosed with the bid.

- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offered the award.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

- 20.01 When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the performance and statutory bonds.

## **ARTICLE 21 - SIGNING OF AGREEMENT**

- 21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 30 days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **ARTICLE 22 - SALES AND USE TAXES**

- 22.01 OWNER is exempt from Kansas State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. A Sales Tax Exemption Certificate will be issued for this project.

## **Bid Form**

Project Identification: 2014 Edgerton Street Improvements

### **TABLE OF ARTICLES**

Article 1 - Bid Recipient  
Article 2 - Bidder's Acknowledgments  
Article 3 - Bidder's Representations  
Article 4 - Bidder's Certification  
Article 5 - Basis of Bid  
Article 6 - Time of Completion  
Article 7 - Attachments to Bid  
Article 8 - Defined Terms  
Article 9 - Bid Submittal

#### **ARTICLE 1 - BID RECIPIENT**

- 1.01 This Bid Is Submitted To: City of Edgerton  
404 East Nelson  
Edgerton, KS 66021
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Not Used
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Not Used
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in Edgerton not later than the date of its execution

of the Agreement.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

See Itemized Unit Price Sheet below.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.



**Base Bid – Common Items**

<b><u>No</u></b>	<b><u>Description</u></b>	<b><u>Qty.</u></b>	<b><u>Units</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
1	CRS-1H Emulsified Asphalt	28,400	Gallons	<hr/>	<hr/>
2	CM-L-1 KDOT Cover Material	7,045	C.Y.	<hr/>	<hr/>
3	Traffic Control	1	L.S.	<hr/>	<hr/>
<b>BASE BID TOTAL =</b>					<hr/>

## ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete by September 19, 2014.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damage.

## ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of a Bid Bond or Certified Check.
- B. All Addenda

## ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with the initial capitol letters have the meanings indicated in the Instructions to Bidders, this project manual, and the Kansas Department of Transportation *Standard Specifications for State Road and Bridge Construction Edition 2007*.

## ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

(Individual's signature)

Doing business as:

\_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of general partner -- attach evidence of authority to sign)

SEAL,  
if required  
by State

SEAL,  
if required  
by State

Name (typed or printed):

\_\_\_\_\_

**A Corporation**

Corporation Name:

\_\_\_\_\_

State or Jurisdiction of Incorporation: \_\_\_\_\_

Type (General Business, Profession, Service, Limited Liability):

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed):

\_\_\_\_\_

Title: \_\_\_\_\_

CORPORATE  
SEAL,  
if required by State

Attest \_\_\_\_\_  
(Signature of Corporate Secretary)

Date of Qualification to do business in \_\_\_\_\_ [State or other jurisdiction where  
Project is located] is \_\_\_\_/\_\_\_\_/\_\_\_\_\_

**A Joint Venture**

Name of Joint Venture:

\_\_\_\_\_

First Joint Venture Name:

\_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):

\_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venture Name:

\_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):

\_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: \_\_\_\_\_

\_\_\_\_\_

Business Phone No. (\_\_\_\_\_) \_\_\_\_\_

Business FAX No. (\_\_\_\_\_) \_\_\_\_\_

Business E-Mail Address

\_\_\_\_\_

State Contractor License No. \_\_\_\_\_. (If applicable)

Employer's Tax ID No. \_\_\_\_\_

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

\_\_\_\_\_

\_\_\_\_\_

9.02 Bid submitted on \_\_\_\_\_, 20\_\_.

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Edgerton  
404 East Nelson  
Edgerton, KS 66021

BID

Bid Due Date: 4:00 p.m. Tuesday, July 8, 2014  
Description (*Project Name and Include Location*):  
2014 Edgerton Street Improvements

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Notice of Award

Date: March 6, 2014

Project: 2014 Edgerton Street Improvements

Owner: City of Edgerton

Owner's Contract No.:

Contract: 2014 Edgerton Street Improvements

Engineer's Project No.: 14-1021L

Bidder:

Bidder's Address:

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \_\_\_\_\_.

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Five (5) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Five (5) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner [5] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
none

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within fifteen days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer

THIS AGREEMENT is by and between City of Edgerton, Kansas (“Owner”) and \_\_\_\_\_ (“Contractor”).

## ARTICLE 1 – WORK

## 2014 STREET IMPROVEMENTS

The Work described in Article 1 is the same as the Project in its entirety.

## ARTICLE 4 – CONTRACT TIMES

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified



in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$200.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$200.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit and whose total is listed below.

\_\_\_\_\_ \$\_\_\_\_\_

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.01 *Submittal and Processing of Payments***

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 *Progress Payments; Retainage***

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously

made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage).
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, the Owner shall, at their discretion, determine whether to increase total payments to Contractor above 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less up to 200 percent of Engineer's estimate of the value of Work to be corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### **ARTICLE 7 – INTEREST**

#### 7.01 Not Used

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Not Used
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by

Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Other bonds (pages 1 to 2, inclusive). (Statutory)
    - a. Statutory Bond (pages 1 to 2, inclusive).
    - b. Bid Bond (pages 1 to 2, inclusive).
  - 4. Specifications as listed in the table of contents of the Project Manual.
  - 5. Drawing consisting of 1 sheet bearing the following general title: 2014 Edgerton Street Improvement Seals Location Map.
  - 6. Addenda (numbers    to   , inclusive).
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 7, inclusive).
  - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1 to 1, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Edgerton, Kansas

By: \_\_\_\_\_

Title: Mayor

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

404 East Nelson

PO Box 255

Edgerton, KS 66021

By: \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

License No.: \_\_\_\_\_

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title  
: \_\_\_\_\_

## Notice to Proceed

Date: \_\_\_\_\_

Project: 2014 Edgerton Street Improvements

Owner: City of Edgerton, Kansas

Owner's Contract No.:

Contract: 2014 Edgerton Street Improvements

Engineer's Project No.: 14-1021L

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on the date of the Agreement. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the latest date of Substantial Completion is September 19, 2014.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

\_\_\_\_\_  
Owner

Given by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy to Engineer

City of Edgerton, KS

\_\_\_\_\_  
Owner

Given by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Edgerton  
404 East Nelson  
Edgerton, KS 66021

CONTRACT

Effective Date of Agreement:  
Amount:  
Description (*Name and Location*):

BOND

Bond Number:  
Date (*Not earlier than Effective Date of Agreement*):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*



Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefore.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

## STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_  
\_\_\_\_\_, as Contractor,  
and \_\_\_\_\_ with General  
Offices in the City of \_\_\_\_\_, a  
Corporation organized under the laws of the State of \_\_\_\_\_ and  
authorized to transact business in the State of Kansas, as Surety, are held and firmly bound  
unto the State of Kansas, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United  
States Of America, for the payment of which sum well and truly to be made, we bind  
ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firm by these presents:

### THE CONDITIONS OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said contractor has on the \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_,  
entered into a written contract with City of Edgerton, Johnson County, Kansas, for  
furnishing all tools, equipment, materials and supplies, performing all labor, and constructing  
public improvements consisting of with 2014 Street Improvements in accordance with  
specifications and other contract documents on file in the office of BG Consultants, Inc., the  
Consulting Engineer of 1405 Wakarusa Drive, Lawrence, Douglas County Kansas.

NOW, THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies,  
materials, or labor furnished, used or consumed in connection with or in or about the  
construction or making of, the above described improvement, including gasoline, lubricating  
oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of  
such public improvement, this obligation shall be void; otherwise it shall remain in full force  
and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or addition to the term of the contract or to the work to be performed  
thereunder, or the specifications accompanying the same, shall in any wise affects its  
obligation on this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition of the terms of the contract or to the specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or materials furnished, as herein before stated, or said persons and assigns, may bring an action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvement.

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

\_\_\_\_\_. on this, the \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_(Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Kansas Agent

This instrument shall be executed in six (6) copies, all considered as originals. Date of this instrument shall not be prior to date of Contract.

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

File this bond with the Clerk of the District Court of the County. (K.S.A. 60-1111) Filing fee to be paid by the Contractor. Return receipt requested.

## Contractor's Application for Payment No. \_\_\_\_\_

	Application Period:	Application Date:
To (Owner): City of Edgerton, Kansas	From (Contractor):	Via (Engineer): BG Consultants, Inc.
Project: 2014 Street Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 14-1021L

### Application For Payment Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ _____
			2. Net change by Change Orders.....	\$ _____
			3. Current Contract Price (Line 1 ± 2).....	\$ _____
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column I on Progress Estimate).....	\$ _____
			5. RETAINAGE:	
			a. 5%      X                      Total Completed and Stored	\$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
			8. AMOUNT DUE THIS APPLICATION.....	\$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column K on Progress Estimate + Line 5 above).....	\$ _____
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

<b>Contractor's Certification</b> The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	Payment of: \$ _____ <div style="text-align: center;">(Line 8 or other - attach explanation of the other amount)</div> is recommended by: _____ <div style="display: flex; justify-content: space-around;"> <span>(Engineer)</span> <span>(Date)</span> </div> Payment of: \$ _____ <div style="text-align: center;">(Line 8 or other - attach explanation of the other amount)</div> is approved by: _____ <div style="display: flex; justify-content: space-around;"> <span>(Owner)</span> <span>(Date)</span> </div> Approved by: _____ <div style="display: flex; justify-content: space-around;"> <span>Funding Agency (if applicable)</span> <span>(Date)</span> </div>
By: _____	Date: _____

# Certificate of Substantial Completion

Project: 2014 Street Improvements

Owner: City of Edgerton, Kansas

Owner's Contract No.:

Contract:

Engineer's Project No.: 14-1021L

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

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\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

☐ Amended Responsibilities

☐ Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

<hr/> Executed by Engineer	<hr/> Date
----------------------------	------------

<hr/> Accepted by Contractor	<hr/> Date
------------------------------	------------

<hr/> Accepted by Owner	<hr/> Date
-------------------------	------------

## RELEASE OF FINAL ESTIMATE BY SURETY

CONTRACTOR (Name and Address):

OWNER (Name and Address):

City of Edgerton  
404 E Nelson  
Edgerton, KS 66021

CONTRACT

Date:

Amount:

Description (Name and Location):

In compliance with the General Conditions of this project, Article 14.07

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(Name of Bonding Company)

as surety, hereby releases for payment, the Final Estimate on the above Project. The bonding company shall maintain bonding of the project until \_\_\_\_\_.

(Seal)

By: \_\_\_\_\_  
Attorney-in-Fact



## CONTRACTOR'S AFFIDAVIT

Engineer's Project No. 14-1021L

Project: 2014 Street Improvements

To: City of Edgerton (Owner)

The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as Principal Contractor, or by a Subcontractor or otherwise, for supplies, materials, or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said Contract, either by me as Principal Contractor, or by a Subcontractor, or otherwise.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

State of Kansas )ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.

## COMPLETION OF WORK CERTIFICATE

Owner's Project No. \_\_\_\_\_ Engineer's Project No. 14-1021L

Project: 2014 Street Improvements

To: City of Edgerton, Kansas (Owner)

In compliance with the General Conditions of this Project, Article 14.07, on the basis of my observations and review of the Work, Final Inspection, and Review of the Final Payment, I am satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contractor Documents.

I hereby recommend that the Final Completion Date of this Project be set as \_\_\_\_\_, 20\_\_\_\_ and that the Final Payment be approved.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BG Consultants, Inc.  
Engineer

By: \_\_\_\_\_

Title: \_\_\_\_\_

The Final Completion Date as set in this Certificate is hereby approved.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by Owner:

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

## **GENERAL CONDITIONS AND MATERIAL SPECIFICATIONS**

All project matters not previously covered by this project manual will be covered by the Kansas Department of Transportation's *Standard Specifications for State Road and Bridge Construction, Edition 2007*.

The following Kansas Department of Transportation Special Provisions will govern this seal project. Table 601-1 in the Section 608 Special Provision will not be used. Bid the work based on Table 608-1 with CM-L-1 aggregate and CRS-1H asphalt. At the time of placement adjust the tabular applications rates for the actual field conditions encountered.

Payment will be made for the actual gallons of CRS-1H placed and the actual cubic yards of CM-L-1 cover material placed.

**KANSAS DEPARTMENT OF TRANSPORTATION  
 SPECIAL PROVISION TO THE  
 STANDARD SPECIFICATIONS, EDITION 2007**

Page 600-42, change title from "ASPHALT SEALING" to "CHIP SEALS".

**SECTION 608**

**CHIP SEALS**

Add the following additions to TABLE 601-1:

<b>TABLE 601-1: ASPHALT APPLICATION TEMPERATURES</b>				
<b>TYPE AND GRADE</b>	<b>TEMPERATURE RANGE (°F)</b>			
	<b>Spraying</b>		<b>Plant Mixing</b>	
	<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Max.</b>
Asphalt Cement (AC-20-5TR)	325	350	n/a	n/a
Asphalt Cement (AC-20-XP)	325	350	n/a	n/a
Asphalt Cement (AC-10-2TR)	300	350	n/a	n/a
Asphalt Cement (AC-10-XP)	300	350	n/a	n/a

Page 600-42, subsection 608.1. Delete Bid Item "Manipulation (Asphalt Seal)" and replace with "Manipulation (Chip Seals)".

Page 600-43, delete TABLE 608-1, and replace with the

<b>TABLE 608-1: RATES OF APPLICATION FOR CHIP SEAL</b>				
<b>Type</b>	<b>Composition</b>	<b>Aggregate Cu. Yd./Mile 24 foot width*</b>	<b>Asphalt Material Gal/Sq. Yd. Residue*</b>	<b>Asphalt Type**</b>
CM-A	Sand-Gravel	105	0.20	CRS-1H
CM-B	Sand-Gravel	135	0.23	CRS-1H
CM-D	Crushed Sandstone	145	0.27	CRS-1H or RS-1H
CM-K	Limestone	140	0.24	RS-1H
CM-L-1	Lightweight	85	0.17	CRS-1H
CM-L-2	Lightweight	115	0.25	CRS-1H
CM-L-3	Lightweight	150	0.30	CRS-1H

\*Rates shown are estimated and will be adjusted to comply with actual field conditions.

\*\* Asphalt type may be changed with approval of the DME.

Page 600-43, delete subsection 608.3g, and replace with the following:

**g. Manipulation.** Immediately following the application of cover material, embed using pneumatic rolling. Provide a minimum of 3 self-propelled pneumatic rollers. Check the tire pressures of all tires on all rollers every morning. Inflate all tires on a roller to the same pressure. Provide this information to the Engineer before work begins. Complete the initial rolling within 5 minutes after application of cover material. If the air temperature is less than 70°F, then complete the initial rolling within 2 minutes after applying the aggregate. Proceed at a speed less than or equal to 5 miles per hour to prevent turning over aggregate. Make a minimum of 3 complete passes over

the aggregate. Roll the aggregate so the entire width of the treatment area is covered in one pass of all the rollers. The total compacting width of each pneumatic-tired roller shall exceed 5 ft. The number of rollers for shoulders may be reduced based on the width of the shoulders and the width of the rollers.

If emulsified asphalt is used, cure the asphalt material a minimum of 4 hours before opening the roadway to unrestricted traffic. If polymer modified emulsified asphalt is used, the cure time shall be a minimum of 1 ½ hours before the traveled way is opened to unrestricted traffic. If traffic causes excessive chip loss, increase the cure time until excessive chip loss is eliminated.

On seals using CM-A, or B, the Engineer may require the use of a steel roller for one of the coverages, provided excessive crushing of the cover material does not occur.

Do not turn rollers on the sealed surface.

When required, apply additional cover material and roll it with the pneumatic rollers as directed by the Engineer.

Broom the loose cover material from the surface of the traveled way as soon as the asphalt material has cured enough to prevent damage by brooming or vehicular traffic. Continue periodic brooming until all loose aggregate has been removed. All seals shall receive 1 light brooming of the cover material before opening to traffic. Additional broomings may be required before opening to traffic to prevent the cover material from being picked up by moving vehicles. Broom excess cover material from the shoulder.

The Contractor may seal in 1 lane for the entire day.

When CM-B and cutback asphalt are specified in the Contract Documents, begin a second period of manipulation on the day following the first rolling, or as soon thereafter as weather conditions permit. This manipulation consists of spreading the loose cover material uniformly over the surface and rolling with the type of rollers specified by the Engineer. The rolling operation consists of 2 complete coverages of the previous day's work. Following the second day's rolling, broom excess cover material off the traveled way and shoulders, as directed by the Engineer.

**Page 600-44, subsection 603.8h. In the last sentence change "Manipulation (Asphalt Seal)" to "Manipulation (Chip Seals)".**

**Page 600-45, add the following subsection 608.3l:**

**l. Observation Period.** The Engineer, along with the Contractor, will inspect the chip seal, 30 days after work is completed on the seal. Repair areas where there is no cover material left in place (bare areas) as directed by the Engineer:

- In 5% the wheel paths; and
- Individual areas  $\geq$  10 square yards; and
- Where the total square yards of bare areas is greater than 5% of the total square yards of the seal.

**Page 600-45, subsection 608.4. In the fifth paragraph, change "Manipulation (Asphalt Seal)" to "Manipulation (Chip Seals)".**

**Page 600-45, subsection 608.4. In the sixth paragraph, change "asphalt sealing" to "chip seals".**

See SECTION 1201 (07-12005, latest revision).

|

Add a new section to DIVISION 1200:

## POLYMER MODIFIED ASPHALT CEMENT FOR CHIP SEALS

### 1.0 DESCRIPTION

This specification covers polymer modified (tire rubber and/or SBS) asphalt cement for use in chip seals.

### 2.0 REQUIREMENTS

Provide material that complies with TABLE 1.0.

TABLE 1.0: SPECIFICATIONS FOR ASPHALT CEMENT FOR CHIP SEALS				
	AC-20-5TR		AC-10-2TR	
	Min.	Max.	Min.	Max.
Polymer	TR & SBS <sup>(1)</sup>		TR & SBS <sup>(2)</sup>	
Polymer Content, %	5	-----	3	-----
Dynamic shear, G*/sin δ, 64°C, 10 rad/s, kPa	1.0	-----	-----	-----
Dynamic shear, G*/sin δ, 58°C, 10 rad/s, kPa	-----	-----	1.0	-----
Viscosity, 140°F, Poise	2,000	-----	1,000	-----
Penetration, 77°F, 100g, 5sec	75	115	95	130
Elastic Recovery, ASTM D6084 50°F, % Recovery, 1 hour	55	-----	30	-----
Softening Point, °F	120	-----	110	-----
<b>Test of Residues from RTFO Aging and PAV</b>				
Bending Beam Rheometer at - 18°C, MPa				
Creep Stiffness	-----	300	-----	300
m-value	0.300	-----	0.300	-----

(1) Produce the AC-20-5TR with a minimum of 5% scrap, group, whole tire rubber.

(2) Produce the AC-10-2TR will a minimum of 3% polymers to include a combination of tire rubber and SBS.

### 3.0 TEST METHODS

Test according to the applicable provisions of ASTM D 36 and D 6084 Procedure B, and AASHTO T 48, T 49, T 202, T 313, and T 315.

### 4.0 PREQUALIFICATION

Prequalify material according to SECTION 1201.

### 5.0 BASIS OF ACCEPTANCE

See applicable requirements under SECTION 1201.

**KANSAS DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION TO THE  
STANDARD SPECIFICATIONS, EDITION 2007**

**SECTION 1108**

**AGGREGATES FOR COVER MATERIAL**

Page 1100-24, subsection 1108.2b. Change the maximum wear requirement for lightweight aggregate from "25%" to "30%".

Page 1100-24, replace TABLE 1108-1 and its notes with the following:

<b>TABLE 1108-1: GRADATION REQUIREMENTS FOR AGGREGATES FOR COVER MATERIAL</b>									
<b>Type</b>	<b>Composition</b>	<b>Percent Retained-Square Mesh Sieves*</b>							<b>Minimum Gradation Factor</b>
		<b>3/4"</b>	<b>1/2"</b>	<b>3/8"</b>	<b>No. 4</b>	<b>No. 8</b>	<b>No. 16</b>	<b>No. 50</b>	
CM-A	Sand-Gravel		0	0-20	30-100	85-100			
CM-B	Sand-Gravel		0	0-25		35-100		90-100	4.00
CM-C	Crushed Stone	0	0-12	40-100	95-100				
CM-D	Crushed Sandstone	0	0-5	15-35	70-100	95-100			
CM-G	Sand-Gravel, or Crushed Sandstone		0	0-15	45-100	95-100			
CM-H**	Crushed Stone	0	0-5		40-100	90-100			
CM-J**	Sand-Gravel	0	1-20			30-100		90-100	
CM-K	Crushed Limestone	0	0-5	15-35	70-100	95-100			
CM-L-1	Lightweight Aggregate	0	0	0-10	10-40	85-100	95-100		
CM-L-2	Lightweight Aggregate	0	0-5	0-15	70-100	90-100			
CM-L-3	Lightweight Aggregate	0-15	0-60	65-100	95-100				

\*After removal of all deleterious substances.

\*\*Do not specify Types CM-H and CM-J for Federal Aid projects.

06-18-12 M&R (GMS)  
Oct-12 Letting

# Change Order

No. **1**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: 2014 Edgerton Street Improvements	Owner: City of Edgerton, KS	Owner's Contract No.:
Contract: 2014 Edgerton Street Improvements		Date of Contract:
Contractor:		Engineer's Project No.: 14-1021L

## The Contract Documents are modified as follows upon execution of this Change Order:

### Description:

The attached documents shall be hereby made a part of the Contract to be effective from the date of Contract.

### Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: X Working days X Calendar days Substantial completion: <u>September 19, 2014</u> Ready for final payment: <u>October, 31, 2014</u>
<del>[Increase] [Decrease] from previously approved</del> Change Orders No. _____ to No. _____: \$ _____	<del>[Increase] [Decrease] from previously approved Change Orders</del> No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion: _____ Ready for final payment: _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change \$ _____	Contract Times with all approved Change Orders: Substantial completion: _____ Ready for final payment: _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



# City of Edgerton Kansas

## 2014 Street Improvement Seals Location Map



*City of Edgerton Kansas  
2015 Street Maintenance Multi - Year Plan*

