

**CITY OF JUNCTION CITY
ENGINEERING DEPARTMENT
JUNCTION CITY, KANSAS**

2012 STREET STRIPING PROGRAM



CITY OF JUNCTION CITY

**PAT LANDERS, MAYOR
JIM SANDS, VICE MAYOR
CECIL ASKA, COMMISSIONER
SCOTT JOHNSON, COMMISSIONER
JACK TAYLOR, COMMISSIONER**

**GERRY VERNON, CITY MANAGER
TYLER FICKENS, CITY CLERK**

**GREGORY S. MCCAFFERY, P.E., MUNICIPAL SERVICES
DIRECTOR**

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ADVERTISEMENT FOR BIDS
Annual Street markings Program
City of Junction City, Kansas

The City of Junction City, Kansas will receive bids, from qualify contractors, through the City Clerk, by 10:00 A.M. May 30, 2012 at City Hall, 700 N. Jefferson St, Junction City, KS 66441. The Request for Bids is for the installation and placement of pavement markings on the various public streets. Bid packages are available at the office of the City Clerk or the City website at www.jcks.com Bids shall be directed to the City Clerk, securely sealed and endorsed upon the outside wrapper with a brief statement for the summary as to the bid is made. The City reserves the right to reject any or all bids, and to waive any informalities in the bidding. Questions regarding the bids should be directed to Greg McCaffery at (785) 238-3103 and/ or greg.mccaffery@jcks.com.

INFORMATION FOR BIDDERS

1. The work to be done under this contract is shown on the drawings and described in the technical specifications.
2. The contract documents include the drawings and specifications on file with the official representative of the Owner, the advertisement for bids, this information for bidders, the proposal and contract forms, and the bonds and securities to be furnished by the Contractor.
3. Each bidder shall be acquainted with all conditions pertaining to the proposed work, and shall personally examine the site. Any prospective bidder in doubt as to the meaning of any part of the contract documents may submit to the Engineer a written request for an interpretation thereof. The person submitting such request shall be responsible for its prompt delivery. Official interpretation, modification, or revision of the contract documents will be made only by addendum duly issued and mailed or delivered to each party having a set of contract documents. The Engineer assumes no liability for any other explanations or interpretations of the documents.
4. Bids shall be based on materials and equipment fully complying with the drawings and specifications. The Contractor shall be responsible, under this contract price or prices, for furnishing and installing materials and equipment conforming to the stipulated requirements, even though he or she names in his or her proposal other kinds or types of materials and equipment.
5. No bidder shall be interested in more than one bid. Submission of more than one bid by any firm or individual under different names, or collusion among bidders, shall be cause for rejection of all such bids without consideration.
6. The attached proposal form shall be filled out in full. Proposals for less than all the work will not be considered, except if the work were divided into two or more parts, in which case each part covered by the bid shall be filled out in full. Extensions and totals submitted in the bid will be subject to audit and verification; unit prices shall govern in event of discrepancies between unit prices and extensions or totals. Each proposal shall bear the bidder's name, exact post office address, and the names and addresses of all persons and parties interested with him or her therein. Any person signing as an agent shall submit acceptable evidence of his or her authority.
7. The unit price for each of the items in the proposal of each bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement will be rejected. The Owner may make changes in the scope of the work required to be performed by the Contractor under the contract by making additions thereto, or by omitting work there from, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the contract or any guarantee given by him pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. No limit will be fixed and no change order will be required for such increased or decreased quantities nor shall any adjustment in unit prices be allowed, provided the net monetary value of all such additive and

subtractive change in quantities of such items of work shall not increase or decrease the original total contract amount by more than twenty-five percent (25%).

8. Each bidder shall submit with his or her proposal a certified check, cashier's check on a solvent bank, or an acceptable bidding bond, in the amount of five per cent of the total bid shown on the proposal. This security shall be made payable to the Owner and will serve as a guarantee that the bidder will file all bonds and securities required and enter into any contract awarded him or her, in accordance with the terms of his or her bid, within ten (10) days after certification of award. Should the successful bidder fail to enter into contract with the Owner; said bid security shall be forfeited as liquidated damages; and the money derived there from will be turned to the use of the Owner.

9. Bids shall be sealed, the outside of the envelope marked with the title of the improvements, and addressed to the Owner. The Owner's name and address, and the time and place for submission of bids, are shown in the "Request for Bids." Bids received after the specified time will be returned, unopened, to the bidder. Bids submitted by "FAX" will not be accepted.

10. Bidders are requested to be present at the opening of bids. All proposals shall be made and received with the express understanding that the bidder accepts the terms and conditions set forth in these instructions and the attached specifications, contract, and bond forms.

11. Before award of the contract, the successful bidder will be required to satisfy the Owner as to his or her experience and competence to construct the work, his or her integrity and reliability in carrying out the provisions of his or her performance bond, and his or her resources for the vigorous prosecution of the work.

12. All bids must be regular in every respect and no interlinations, excisions, additions, deletions, alterations or special conditions shall be made on or included with the proposal form. If the work is divided into two or more parts, the bidder shall not tie the bids for the various parts of the work together in any manner. Any bid not conforming to these requirements will be rejected.

13. Contracts for work under the proposal will obligate the Contractors and Subcontractors to not discriminate in employment practices, in accordance with the President's Executive Order No. 11246, the Kansas nondiscrimination law and the Junction City Code regarding equal opportunity and affirmative action.

14. No proposal will be accepted from any person or firm who is in arrears to the City of Junction, Kansas upon debt of contract, who is in default as surety or otherwise upon any obligation to the City, or who has failed in previous contracts to comply with the requirements of the specifications and to fulfill his or her contracts.

15. Questions regarding the **CONTRACT DOCUMENTS** shall be submitted in writing to the **ENGINEER** no later than seven (7) days prior to the opening of bids. The **ENGINEER** shall respond in writing, via fax, to all plan holders in an expeditious manner, and no later than three (3) days prior to the opening of bids.

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Gregory S. McCaffery, P.E., Municipal Services Director, Project Contact
700 N. Jefferson Street, PO Box 287
Junction City, KS 66441

Telephone Number: 785-238-3103
e-mail: greg.mccaffery@jcks.com

PROPOSAL

TO THE CITY COMMISSION
CITY OF JUNCTION CITY, KANSAS

Commissioners:

The undersigned hereby certifies that he or she has carefully examined the specifications and other contract documents; has fully investigated the location, character, and extent of the work to be done and the materials to be furnished in connection with the construction of the **2012 STREET STRIPING PROGRAM** in the City of Junction City, Kansas. He or she further certifies that he or she is familiar with the type of construction work involved throughout the scope of the project and understands that, in signing this proposal, he or she waives all right to plead any misunderstanding regarding same.

1. The undersigned proposes to furnish all tools, appliances, equipment, materials, and labor required to complete the construction in a thorough, workmanlike and satisfactory manner in accordance with the specifications and contract documents for the following prices:

1a. The undersigned proposes to apply the contracted bid price and quantities for street marking as described in item no. 1 above.

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Pavement Marking (Paint) (White Skip) (4")	78,325	L.F.		
2	Pavement Marking (Paint) (White Fog) (4")	18,880	L.F.		
3	Pavement Marking (Paint) (Double Yellow) (4")	59,490	L.F.		
4	Pavement Marking (Paint) (Solid Yellow) (4")	61,050	L.F.		
5	Pavement Marking (Paint) (Yellow Skip) (4")	51,360	L.F.		
6	Pavement Marking (Paint) (Solid White) (4")	3,715	L.F.		
7	Pavement Glass Bends (Type 1)	1	L.S.		

TOTAL

2. The undersigned anticipates that materials and equipment will be on hand at the site in sufficient quantities to commence construction on or before **June 18, 2012**; and the project will be substantially complete and ready for use by **June 29, 2012**. Substantial completion includes marking of all listed streets and removal of all temporary traffic control devices and equipment.

3. The undersigned acknowledges receipt of the following addenda:

1. _____
2. _____
3. _____

Signed this _____ day of _____, 2012

BIDDER: _____

ADDRESS: _____

BY: _____

TITLE: _____

CONTRACT

THIS AGREEMENT, made and entered into this day of , 20 , by and between the City of Junction, Kansas a municipal corporation, First Party, hereinafter referred to as the "Owner" and , Second Party, hereinafter referred to as the "Contractor."

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the sum or sums to be paid the Contractor by the Owner, as set forth in the accepted Proposal and in accordance with the provisions of the "General Clauses," the said Contractor shall furnish all labor, equipment, accessories and material and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner; ready for use and in strict accordance with the contract drawings and specifications, as approved and filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him or her, by reason of said faithful performance of the work, at stated intervals and in the amounts certified by the Engineer; in accordance with the provisions of the "General Clauses," and as set forth in the proposal as accepted by the Owner.

ARTICLE 3. It is hereby further agreed that at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his or her faithful completion of the work; taking into consideration additions to or deductions from the contract price by reason of alterations or modifications of the original contract, or by reason of "Force Account" work authorized under the contract in accordance with provisions of the "General Clauses;" will be paid the Contractor by the Owner within 30 days after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that the words "he" or "him" or "she" or "her" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor whether a corporation, partnership, or individual; and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.

ARTICLE 5. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the "General Clauses," and C-1 thereby made a part of this agreement to the same extent as if set out at length herein.

ARTICLE 6. It is hereby further agreed that the undersigned anticipates that materials and equipment will be on hand at the site in sufficient quantities to commence construction on or before **June 18, 2012**; and the completion of the construction, ready for acceptance will be required by **June 29, 2012**.

IN WITNESSETH WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed in triplicate the day and year first herein written, all copies of which to all intents and purposes shall be considered the original.

CONTRACTOR, SECOND PARTY

BY _____

(Office or position of signer)

Seal - if Contractor be a corporation

OWNER, FIRST PARTY

THE CITY OF JUNCTION CITY, KANSAS

BY _____

MAYOR

Attest:

CITY CLERK

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, THAT _____ OF _____, as principal, and _____, a corporation, organized under the laws of the State of _____, with general offices in _____ and authorized to transact business in the State of Kansas as surety, are held and firmly bound unto the Owner, CITY OF JUNCTION CITY, KANSAS, in the penal sum of _____ dollars (\$_____) lawful money of the United States for the payment of which sum, well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successor and assigns, jointly and severally firmly by these presents.

Signed, sealed, and delivered this _____ day of _____, 20_____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written contract with the Owner, CITY OF JUNCTION CITY, KANSAS, dated _____, 20____, for the furnishing of all materials and labor and doing of all the work of whatever kind necessary to construct certain improvements for the said Owner, all in accordance with the specifications for such work on file in the office of the Owner; and in accordance with said contract a copy of which is, or may be, attached hereto and which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions, and obligations of said contract on the part of said principal to be performed; and shall hold the Owner harmless against all claims, loss, or damage which it may sustain or suffer by reason of any breach of said contract by said principal, or by reason of an injury to persons or property occasioned by the action of said principal or his employees; and if said principal shall maintain the improvements to be constructed by him as provided for in said contract above referred to; then this obligation shall be void; otherwise to remain in full force and effect.

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

IN TESTIMONY WHEREOF, said principal has duly executed these presents, and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized agent or agents, all as of the day and year first above written. This document is executed in triplicate.

Principal _____

Surety _____

BY _____
Attorney-in-fact

(A certified copy of the agent's power of attorney must be attached hereto.)

STATUTORY BOND

KNOW ALL BY THESE PRESENTS, THAT _____ OF _____, as principal, and _____, a corporation organized under the laws of the State of _____, with general offices in _____ 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; for the payment of which sum, well and truly to be made, said principal and surety bond themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____, 20_____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into written contract with the CITY OF JUNCTION CITY KANSAS, dated _____, 20____, for the furnishing of all materials and labor and doing all the work of whatever kind necessary to construct certain improvements for the Owner; all in accordance with the detailed plans and specifications for such work on file in the office of the Owner; and in accordance with said contract, a copy of which is by reference made a part hereof.

NOW THEREFORE, if the said principal, or the subcontractor or subcontractors of said principal, 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, and similar items used or consumed directly in furtherance of such 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 terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN TESTIMONY WHEREOF, said principal has duly executed these presents, and said surety has caused these presents to be executed in its name, and its corporate seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

Principal _____

Surety _____

BY _____

Attorney-in-fact

(A certified copy of the agent's power of attorney must be attached hereto.)
(Contractor shall file with the Clerk of the District Court.)

SECTION 1 - GENERAL

1. SCOPE

The work provided for in these Specifications shall consist of furnishing all labor, materials, appliances, and equipment, and performing all work and operations in connection with the construction of items and all other incidental and related work as set forth in these Specifications and as directed by the Engineer to complete the proposed project ready for use and service.

2. LOCATION

All work will be done on property owned or controlled by the City of Junction City, Kansas.

3. SALES TAX EXEMPTION

Bid items, materials, equipment and service incorporated into this project will be exempt from the payment of sales tax under the laws of the State of Kansas, and such sales tax shall not be included in the proposals of the bidders. The Owner, when requested, will provide the Contractor with proper exemption documentation. Upon issuance of proper exemption documentation to the Contractor, the Contractor shall assume full responsibility for his or her own proper use of the number and shall pay all costs of any legally assessed penalties relating to the Contractor's improper use of the exemption documentation.

4. SPECIFICATIONS

The work shall conform to these Specifications and to the "Standard Specifications" where reference is made herein. Where reference is made in the Specifications and Contract Documents to "Standard Specifications," it shall mean that the reference is made to the current edition of the Standard Specifications for State Road and Bridge Construction, Kansas Department of Transportation and the City of Junction City Municipal Code, with such revisions, amendments, and supplements as are contained herein.

5. ENGINEER

All references made to the Engineer shall mean the City Engineer for the City of Junction City, Kansas or a representative designated thereof.

SECTION 120 – TRAFFIC CONTROL

1. GENERAL

Work under this section shall meet the requirements of the latest version of Section 805 of the Kansas Department of Transportation Standard Specifications or as herein.

2. TRAFFIC CONTROL PLAN

A traffic control plan of streets being affected by this work must be **submitted** to the City Engineer to help minimize delays and inconveniences to traffic. Unless otherwise directed, all roads shall have one lane of traffic open in each direction at all times. A flyer or handout must be given to any property being affected by any work (24) hours prior to construction.

3. HANDLING OF TRAFFIC

If traffic signals need to be temporarily changed for the project, the Contractor needs to contact the City of Junction City (48) hours prior to construction and notify them when completed. The Engineer may shut down all or part of the work to handle traffic safely during periods of inclement weather or heavy traffic. The Contractor is not entitled to additional monetary compensation for these temporary suspensions.

4. TRAFFIC CONTROL DEVICES

The Contractor's subletting of traffic control devices does not lessen the Contractor's responsibility or liability to the public and workers for failing to provide, erect, or maintain these devices. A subcontractor's delay in providing acceptable traffic control devices or a subcontractor's delay in repairing or replacing unacceptable devices does not excuse the Contractor's obligation to perform this work timely. Sufficient flagmen, warning signs and barricades shall be provided by the Contractor to properly control traffic and to prevent traffic from traveling in the fresh materials. Barricades and barricading, signs and other warning devices will be in accordance with the Federal Highway Administration "Manual on Uniform Traffic Control Devices" provisions for "Traffic Controls for Street and Highway Construction and Maintenance Operations." Inspect traffic control devices frequently during the day, and when needed, at night. Immediately upon discovering or receiving notification of unacceptable traffic control devices, the Contractor shall repair or remove and replace the unacceptable devices. The Engineer holds the right to change or remove traffic control devices as needed to suit the needs of the project.

5. MEASUREMENT OF PAYMENT

Payment for this work will be considered subsidiary to other bid items unless stated in the contract documents at the contract lump sum price for "Traffic Control".

SECTION 216 – STREET MARKING PAINT

1. GENERAL

This work shall be performed in accordance with section 807 of the latest version of the KDOT Standard Specifications and as amended herein.

2. MATERIALS

The traffic paint and glass beads used shall meet all requirements from section 2215 of the latest version of the KDOT Standard Specifications.

3. SURFACE PREPARATION

No pavement markings should be applied to any surface that is not clean and dry. If necessary the contractor may need to clean and prep any surface before applying the pavement markings at the Contractor's expense.

4. PAINT

Paint shall be applied at the rate specified by the manufacturer to achieve a minimum of 17 mils for the wet film thickness.

5. LINE WIDTH

Lines shall be sharp and well defined at the width of 4 inches.

6. GLASS BEADS

Glass beads shall be applied at a minimum rate of 8 pounds of beads for each gallon of paint.

7. MEASUREMENT OF PAYMENT

Payment for this work shall be made at the contract linear foot price for each color specified in the contract document.

807 - PAINTED PAVEMENT MARKING
SECTION 807
PAINTED PAVEMENT MARKING

807.1 DESCRIPTION

Apply pavement markings as shown in the Contract Documents.

BID ITEMS

Pavement Marking (Paint) (*) (**)
Pavement Marking Symbol (Paint) (White) (***)
* Color
** Width
*** Type of Symbol

UNITS

Linear Foot
Each

807.2 MATERIALS

Provide paint that complies with **SECTION 2200**.

807.3 CONSTRUCTION REQUIREMENTS

a. Equipment. Use equipment designed for the preparation and application of the appropriate type of pavement marking material.

b. Contractor's Personnel. Provide a minimum of 1 employee on the project holding an American Traffic Safety Services Association (ATSSA) pavement marking certification and experienced in the application of the appropriate type of pavement marking material.

c. Surface Preparation. On existing pavements, remove the existing pavement markings according to **DIVISION 808** and the recommendations of the manufacturer of the new painted pavement markings. Remove temporary pavement markings, if any, the same day the painted pavement markings are applied. Remove loose particles, dirt, tar, grease, residue of prior pavement markings and other deleterious material from the pavement surfaces as a result of surface preparation.

d. Alignment. Lay out the pavement marking as detailed in the Contract Documents. If the Contract Documents do not provide details, submit a layout plan for the pavement markings to the Engineer for approval. Locate longitudinal pavement marking stripes a minimum of 2 inches and a maximum of 8 inches from longitudinal joints. Provide adequate guide marks (approximately 2 inches by 1 foot at approximately 50 foot intervals) for the application of the pavement markings.

e. Pavement Marking Application. Provide the Engineer with a copy of the manufacturer's application instructions. Apply paint according to the manufacturer's recommendations. Apply paint at a wet film thickness of 18 mils at an approximate rate of 3.8 gallons per 1,000 foot for 4 inch solid line, and 0.95 gallons per 1,000 foot for 4 inch broken line. For other widths of marking, increase the amount of paint proportionally. Apply glass beads to the painted line at a rate of 10 pounds of glass beads for each gallon of paint. Use an automatic bead dispenser attached to the striping

machine in such a manner that the beads are dispensed almost instantaneously upon the line as it is being installed. Equip the glass bead dispenser with an automatic cut-off control synchronized with the cut-off of the paint. Keep traffic from crossing the newly applied lines by coning off the lines until the lines are dry to no-pickup. The Contractor may reduce or eliminate the need for this by using fast dry paints and approved traffic control. Do not apply the paint when the air temperature is below 40°F, upon damp or frosted surfaces, or when, in the opinion of the Engineer, conditions are not satisfactory for the work.

807 - PAINTED PAVEMENT MARKING

f. Replacement of Unsatisfactory Pavement Marking. Apply pavement markings straight and close to the intended alignment without abrupt changes that result in an unacceptable appearance. Lines that deviate laterally from the intended alignment more than 2 inches in 200 feet may be rejected.

Remove and replace pavement markings that have:

- drag marks,
- gashes,
- gouges,
- foreign covering,
- discolored areas,
- areas that have failed to solidify,
- improper adhesion,
- improper width, length or thickness,
- areas that present a ragged appearance,
- areas that do not present sharply defined edges,
- areas with abrupt unintended changes in alignment.

Removal and replacement of unsatisfactory pavement marking will be at the Contractor's expense.

807.4 MEASUREMENT AND PAYMENT

The Engineer will measure the painted pavement marking by the linear foot for the various widths and classes.

The Engineer will measure each symbol.

Payment for "Pavement Marking (Paint)" and "Pavement Marking Symbol (Paint) (White)" at the contract unit prices will be full compensation for the specified work.

2215 - TRAFFIC LINE PAINT SECTION 2215 TRAFFIC LINE PAINT

2215.1 DESCRIPTION

This specification covers traffic line paint and glass beads suitable for use as retroreflective pavement markings on portland cement concrete or asphalt pavement.

2215.2 REQUIREMENTS

a. Paint. Use white or yellow paint that is specifically manufactured for use as traffic markings. The paint must comply with volatile organic compound (VOC) requirements, be lead and other toxic heavy metal free, and exhibit the following qualities:

(1) Dry-Opacity: A contrast ratio of not less than 0.96 when the paint is applied with a 0.012 inch film applicator.

(2) Daylight Reflectance: Daylight Reflectance of the white paint not less than 80% relative to magnesium oxide.

(3) Color: Yellow color must meet the following minimum chromaticity coordinates:

TABLE 2215-1: CHROMATICITY COORDINATES								
COLOR	1		2		3		4	
	X	Y	X	Y	X	Y	X	Y
Yellow	0.475	0.450	0.490	0.433	0.520	0.450	0.495	0.475

(4) Bead Embedment: At least 90% of the glass beads must be embedded between 50 and 70%.

b. Glass Beads for Traffic Line Paint: Provide regular beads that are specifically manufactured to be compatible with the paint being used, and which comply with AASHTO M 247, Type I. Beads are to be coated with a moisture resistant coating and an adhesion promoting coating that is compatible with the paint being used.

c. Verification Sampling and Testing.

(1) The Engineer will take 2 one-quart samples of each color of paint used on each project. Forward the sample to MRC for verification testing. (2) The Engineer will take 2 one-quart samples of glass beads used on each project. Forward the sample to MRC for verification testing.

2215.3 TEST METHODS

a. Paint.

- (1) Dry Opacity. ASTM D 2805.
- (2) Daylight Reflectance. ASTM E 1347.
- (3) Bead Embedment. Apply paint to a Leneta plain white paper chart at a wet film thickness of 0.012 inch followed immediately by an application of glass beads (AASHTO M 247, Type I) dropped onto the surface of the paint. After drying for at least 24 hours observe the amount of bead embedment with a 30-power microscope.

b. Glass Beads. AASHTO M 247, plus

- (1) Moisture Resistance. KTMR-8, "Moisture Resistance of Glass Beads for Traffic Markings."

2215.4 PREQUALIFICATION

None Required.

2215 - TRAFFIC LINE PAINT

2215.5 BASIS OF ACCEPTANCE

Acceptance of traffic line paint and glass beads will be made on the basis of Type D certifications as specified in **DIVISION 2600**, and visual inspection of performance and consistency on the job site.

GENERAL CLAUSES

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GENERAL CLAUSES

1. APPLICATION.

These general clauses are a part of the contract documents and shall be binding upon all parties, except for the parts obviously not applicable to the particular contract; or if specifically revised, modified or supplemented by the technical specifications, proposal, or change order.

2. DEFINITIONS.

When the following terms are used in the specifications or other contract documents, the intent and meaning shall be interpreted as follows:

a. **OWNER.** The First Party, the City of Junction City, Kansas, a municipality, acting in his own behalf or through legally authorized officials.

b. **CONTRACTOR.** The Second Party, whether an individual, partnership, firm, or corporation executing a contract, acting directly or through lawful agents or employees, and who is primarily liable for the acceptable performance of the work under contract and for payment of all legal debts pertaining thereto.

c. **BIDDER.** Any individual, partnership, firm or corporation submitting a proposal for performing the work.

d. **ENGINEER.** The City Engineer of the City of Junction City, Kansas.

e. **INSPECTOR.** An authorized representative of the Engineer or an authorized representative of the Owner assigned to inspect the work performed or materials furnished by the Contractor, or all other duties required for construction of the project as set forth in the specifications.

f. **CONTRACT DOCUMENTS.** The term "Contract Documents" shall include the request for bids, information for bidders, technical specifications, general clauses, performance bond, statutory bond, contract, proposal, and drawings.

g. **SPECIFICATIONS.** The directions, provisions, and requirements pertaining to the method and manner of performing the work, to the kind and type of equipment, or to the qualities of materials to be furnished.

h. **CONTRACT.** The written agreement covering the performance of the work.

i. **PROPOSAL.** The written offer of the Bidder to perform the contemplated work in accordance with the contract documents.

j. **DRAWINGS.** The working drawings, supplemental drawings, or reproductions of the drawings showing the location, dimensions, and details of the work to be done.

k. **CHANGE ORDER.** A written proposal and agreement, executed by the Contractor and Owner and accompanied by new surety bonds in the full amount of the change order, covering work not included in the original contract documents. The Owner reserves the right to waive the requirements of new surety bonds. Change orders shall include such supplemental drawings and technical specifications as may be required to

show the location, character, details, and extent of the additions, deletions, or modifications. If applicable unit prices for these additions or deletions are not contained in the original contract document or if the total net change increases or decreases the total contract price more than twenty-five percent (25%) the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change. If the proposal is acceptable, the Engineer shall then prepare a change order which includes a detailed description of the change in the work, a definite statement as to the resulting change in the contract price and/or time, and a statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a "Force Account" basis. (See paragraph 41, General Clauses.)

I. STANDARD SPECIFICATIONS AND TEST METHODS. All specifications and test methods of any society, association, or organization herein referred to are hereby made a part of these contract documents the same as if written in full. Reference to such "Standard Specifications" refer to the latest standard and tentative standards as are in force on the date bids are received.

3. BONDS.

The Contractor shall furnish such surety bonds as hereinafter identified and described. Any and all bonds shall be so written as to make these bond specifications a part thereof, whether by reference or attachment, in order to give the Surety full notice of the conditions thereof. Each such bond shall be a legally issued surety drawing in an amount not less than the total contract price; meeting the approval of the Owner and all other parties concerned as required by law as to form, tenor, execution and surety; and shall be delivered to the Owner within ten days from and after execution of the contract and before commencement of the work. The Contractor shall have no rights under the contract until such acceptable bonds have been furnished and delivered. The Owner may waive the conditions as to time, and the acceptance of said bonds after expiration of the specified interval shall not affect the validity of the contract or any such bonds.

a. PERFORMANCE BOND. A surety bond, running to the Owner, conditioned upon the prompt, full, and complete performance by the Contractor as principal of his covenants, obligations, and agreements as contained in the contract documents; and further conditioned that for a period of one year after final acceptance (as indicated on the "Certificate of Completion") of the work as a whole, the Contractor, at his expense and free of charge to the Owner, shall make good all defects in materials or workmanship of any improper, imperfect, or defective preparation of the ground upon which such improvements be constructed.

b. STATUTORY BOND. A surety bond running to the State, conditioned that the Contractor as principal shall pay all indebtedness incurred for labor, supplies, equipment, and materials furnished in making the improvements called for by the contract documents.

4. CONTRACTOR'S INSURANCE.

Prior to or at the time of execution of the contract, the Contractor shall file with the Owner a "Certificate of Insurance" or other evidence as necessary to show that he and his subcontractors, if any, carry adequate coverage fully to protect themselves against

such claims which may arise from operations under this contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either; said coverage to be in the form and minimum amounts hereinafter specified. Each certificate shall contain a clause requiring the insurer to notify the Owner at least 30 days in advance of any cancellation or change in insurance contracts. All policies shall be subject to approval by the Owner as to insurer and adequacy of protection. The following minimum coverage shall be maintained in full force and effect until completion of the contract and acceptance thereof by the Owner.

a. WORKMEN'S COMPENSATION INSURANCE. The Contractor shall provide workmen's compensation and employer's liability insurance as required by law fully to cover all employees.

b. BODILY INJURY AND PROPERTY DAMAGE INSURANCE. A comprehensive general bodily injury and property damage policy, including automobiles, covering the work to be performed, shall be written to provide a coverage of \$500,000 (combined single limit policy) covering bodily injury liability; property damage; destruction of property; and automobile damage occurring during the policy period.

c. AUTOMOBILE LIABILITY. The Contractor shall provide coverage protecting the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non owned vehicle. Required minimum limits: \$300,000 each accident, combined single limits, bodily injury and property damage.

d. COMMERCIAL GENERAL LIABILITY INSURANCE. The Contractor shall provide public liability insurance coverage in an amount no less than \$250,000 covering the liability of the Contractor and any and all consultants, agents, independent contractors, etc. which are employed or retained by the Contractor, on an occurrence basis. The insurer must be acceptable to the City of Junction City. Upon review of each project, the City Manager may require higher coverage limits. In lieu of the above coverage, the Contractor may provide coverage for his own firm in the above amount or an additional amount and submit proof all his consultants, agents and independent contractors have insurance deemed adequate by the City of Junction City.

e. BUILDER'S RISK INSURANCE. Builder's risk completed value form of fire and extended coverage insurance on building or buildings constructed as part of the contract. The inception date of insurance shall not be later than commencement of construction, and the amount of insurance shall be equal to the full value of the completed property.

f. INDEMNIFICATION CLAUSE. The Contractor agrees to indemnify and save harmless the City, its officials, agents, servants, officers, directors and employees from and against all claims, expenses, demands, judgments and causes of action for personal injury or death or damage to property where, and to the extent that, such claims, expenses, demands judgment or causes or action arise from the Contractor's acts.

g. NOTICE OF CLAIM. The Contractor, upon receipt of notice of any claim in excess of \$1,000 in connection with this contract shall promptly notify the Deputy City Manager (785)309-5715, providing full details thereof, including an estimate of the amount of loss or liability. Contact Deputy City Manager immediately if any bodily injury does occur.

5. PATENTED DEVICES AND PROCESSES.

All fees, royalties, and licenses for any patented invention, device, article, or process used in, upon, or in connection with the construction, erection, or operation of the work or any part thereof, shall be included in the contract price or prices; and the Contractor shall hold the Owner harmless against any claim or demand for payment of such.

6. TAXES.

The cost of applicable sales taxes, use taxes, and occupation taxes on material, equipment, supplies, and services incorporated in the work shall be included in the "Total Contract Bid" for the project. The Contractor shall bear the cost of all such taxes and shall protect the Owner against liability, therefore, by reason of any Federal law, State law, or regulation in effect at the time of signing the contract. The cost of any such taxes imposed after signing the contract, and which thus become legally chargeable against material, equipment, or supplies incorporated in the work, shall be paid by the Contractor; and the Owner will reimburse him for the actual costs thereof.

7. WATER, GAS AND ELECTRICITY.

Water, gas, and electricity required or used on the work shall be provided by the Contractor, who shall contact the proper representative of the utility, make all required arrangements, ascertain the applicable rates, and pay for all such water, gas, and electricity used by him, unless specified exemption be made in the technical specifications.

8. PERMITS, LICENSES AND REGULATIONS.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified.

9. NOTICES.

The Contractor shall give written notice, not less than 24 hours before breaking ground for the project, to all persons in charge of any property that may be affected by his operations. He shall not hinder or interfere with any persons performing work as required to care for and protect property from possible damage during construction of the proposed improvements. The Contractor shall notify the Engineer or Inspector of his intention to begin, suspend, or resume operations. Such notice shall be issued in sufficient time to allow the necessary preparations to be made and the proper persons to be present.

10. OBSTACLES AND OBSTRUCTIONS.

Natural obstructions and publicly owned existing facilities and improvements encountered during construction shall be removed, relocated, reconstructed or worked around as herein specified, regardless of whether or not their existence or location is shown or noted on the drawings. Care shall be used while excavating, trenching, or performing other work adjacent to any facilities intended to remain in place. Except as otherwise specified, the Contractor shall be responsible for any damage to publicly owned items, and any repairs required shall be promptly made at his expense. All work in connection with removal and relocation shall be carefully done in accordance with

accepted practices so as to result in the maximum salvage of materials suitable for reuse. Salvaged materials not utilized in relocation or reconstruction shall remain the property of the Owner and shall be transported and stored in warehouses or yards as directed. Waste materials shall be disposed of in a satisfactory manner at approved locations. Unless otherwise provided in the proposal and section entitled "Basis of Payment," no separate or additional payment will be made for any work in connection with removal, relocation, or restoration of obstructions and existing facilities.

a. SUBSURFACE OBSTRUCTIONS. Trenches may intersect water mains and services, gas mains and services, storm drains and pipe culverts, underground conduits, cables, and similar buried obstructions. The drawings indicate the general location of certain utilities and facilities; the Contractor shall make a reasonable effort to ascertain the existence of obstructions by inquiry and examination of public and private utility maps, and shall locate obstructions by digging in advance of machine excavation where definite information is not available as to their exact location. Where such facilities are unexpectedly encountered and damaged, responsible officials and other affected parties shall be notified and proper arrangements made for the prompt repair and restoration of service. See paragraph entitled "Public Utilities."

b. SURFACE OBSTRUCTIONS. Sidewalks, curb and gutter, drainage structures, and similar obstructions may be tunneled under if length of tunnel sections at pipe is not more than eight feet; otherwise the obstruction shall be cut in straight lines parallel to the pipeline, or removed to the nearest construction joint if located within five feet of the centerline of the trench; provided that, in no case shall the joint or line of cut be less than one foot outside the edge of the trench. Surface obstructions removed to permit construction shall be reconstructed as specified for new construction, or if not specified, in accordance with accepted standard practice and to the dimensions, lines, and grades of original construction. Backfill of tunnel sections shall be rammed in place as directed.

c. PUBLIC UTILITIES. Public utility pipelines, poles, cables, conduits, and wires which interfere with construction shall, where practicable, be bypassed or worked around by hand excavating, tunneling, or other approved methods at the Contractor's expense. Where not possible to bypass or work around the facility, the facility shall be removed or relocated by the respective utility company upon notification that such removal or relocation work is necessary to permit new construction to lines and grades designated. Cost of such removal or relocation work shall be borne by the Owner, provided that the facility to be removed or relocated has been installed at a specific location and specified depth under terms written in the franchise; otherwise all costs shall be borne by the utility company. The Owner shall notify the utility company in writing of the approximate date on which construction work will begin. Such notice shall be given sufficiently in advance of beginning construction to allow adequate time for the removal or relocation work to be accomplished by the utility company without interfering with construction schedules. In the event that required removal or relocation work has not been accomplished prior to construction at the location, the obstructing facility may be removed or relocated by the Contractor at the expense of the utility company.

d. TREES AND SHRUBS. Existing trees and shrubs within the construction limits shall be removed or hauled away. Trees and shrubs not directly interfering with excavation shall be carefully preserved insofar as possible without resorting to hand methods of excavation, and due care shall be taken to prevent unnecessary damage to such vegetation or landscaping improvements.

e. SODDED AND LANDSCAPED AREAS. Sodded and landscaped areas such as parkings on or adjacent to improved property, shall be disturbed only to the extent required to permit construction. Such areas shall not be used as storage sites for construction supplies and, insofar as practicable, shall be kept free from stockpiles of excavated materials. Upon completion of backfilling or trench compaction operations at each location, the trenches and/or other disturbed areas shall be carefully hand raked to allow the private property owner to re-seed grass or otherwise maintain the area. f. PRIVATELY OWNED OBSTRUCTIONS. Privately owned obstructions on public property, such as fences, small buildings, or similar obstructions, will be removed by their respective owners upon notification from the City. Should progress of the work be unduly delayed through such procedure, the Contractor may remove, relocate, or reconstruct portions of fences at his own responsibility and expense, or by separate negotiation with the respective owner.

11. SALVAGED MATERIALS.

All salvaged materials not the property of other parties or required for new construction shall remain the property of the Owner. The Contractor shall handle, transport, and store such salvaged materials at designated points or locations at no additional cost to the Owner. The Contractor shall be responsible for the care and protection of such materials until delivered to the designated location; and he shall make good any losses occasioned by damage, theft, or misappropriation while the materials are on the work site or enroute to the place of storage.

12. MATERIALS FURNISHED BY OWNER.

All materials, supplies, or equipment furnished by the Owner for incorporation in the work shall be handled and transported by the Contractor at his expense from cars, warehouses, or yards where received or stored by the Owner. The Contractor shall include in his contract price or prices all costs in connection with handling, sorting, protecting, and installing all such materials, supplies, or equipment furnished him by the Owner, and shall make good all losses and breakage due to carelessness or negligence while same are in his possession.

13. BARRIERS, LIGHTS AND WATCHMEN.

The Contractor shall erect and maintain fences, barriers, barricades, and warning signs; shall provide and maintain flares, lanterns, and lights; and shall employ flagmen and watchmen; all as required to prevent accidents to the general public and to workmen.

14. RESPONSIBILITY FOR PROPERTY DAMAGE.

The Contractor shall make payment for all damage to building, structures, trees, shrubbery, or other property located outside the construction limits, or located within those limits but not designated for removal or reconstruction, providing such damage shall result from accident caused by negligence for which said Contractor shall be deemed legally liable.

15. PUBLIC CONVENIENCE.

During the progress of the work, the convenience of the local public and of residents along the work shall be considered and, where possible, their rights of access shall be preserved. Temporary driveways, approaches, and crossings shall be provided where practicable and maintained in good condition. Construction materials shall be so stored or stockpiled as to cause as little obstruction as possible and still be readily accessible

for use or inspection. No material shall be stored within two feet of any tree or building nor within five feet of any fire hydrant; fire hydrants shall remain ready for immediate use by the fire department.

16. QUALITY OF MATERIALS AND EQUIPMENT.

All materials shall meet the requirements of the technical specifications or, if not specified, shall meet the generally accepted commercial standards for such materials when used for the intended purposes. No materials shall be incorporated in the work until they have been examined and approved by the Inspector, nor shall construction equipment be used which has not received the Inspector's approval. All rejected materials and equipment shall be removed promptly from the site. Wherever in any of the contract documents an item of material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied. The specific item of material or equipment mentioned shall be understood as establishing a standard of type, function, efficiency, minimum basis of design, and quality desired. Other manufacturers' products of comparable quality, design, and efficiency, and suitable for the services intended will be considered.

17. WORKMANSHIP.

All improvements shall be constructed in a neat and workmanlike manner. Improper or defective work shall be corrected and if necessary removed, replaced, or reconstructed to comply with the plans and specifications. The Contractor shall be held responsible for the quality of the entire work; should he refuse or neglect to remedy defects when ordered to do so, the Owner may require the condemned portions to be replaced, restored, repaired, or reconstructed at the expense of the Contractor or his Surety.

18. PRESERVATION OF MONUMENTS AND MARKERS.

The Contractor shall protect from disturbance all permanent monuments, bench marks, and markers of the local, state, or federal government, and shall not excavate within 5 feet of any of them without specific permission of the Engineer or Inspector.

19. TEST SAMPLES AND SPECIMENS.

Properly identified test samples and specimens shall be submitted by the Contractor in ample time to permit tests to be conducted, and results determined, well in advance of the time such materials are to be incorporated in the work. Samples and specimens shall be submitted in standard or ample sizes and quantities for the determination of all specified tests, and shall be shipped charges prepaid to an approved testing laboratory. Commercial laboratories shall be instructed to distribute copies of test results to the Contractor, Owner, Inspector, and Engineer. All costs in connection with sampling and testing, including materials, transportation charges, and commercial laboratory fees, shall be borne by the Contractor. No charges will be made for tests performed by the Engineer or his inspectors.

20. SPECIAL CONSTRUCTION METHODS.

The Engineer or Inspector may assent to special methods of construction or means of prosecuting the work other than as provided or stipulated in the technical specifications, but his assent or his presence on the work while such special methods are in use shall not constitute a waiver of the contract, or any part thereof, by the Owner. Nor shall the fact the Engineer may have seen work executed which later is found to be defective, nor

shall any act of his assistants or inspectors, constitute a waiver of any part of the contract. The Contractor shall be held responsible for the quality of the entire work.

21. SHOP AND ERECTION DRAWINGS.

The Contractor shall furnish and submit for review to the Engineer six copies of all shop and erection drawings for structural and reinforcing steel, special drawings, and layouts for equipment or machinery to be furnished under the contract, and any similar or supplemental drawings required for prosecution of the work. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

22. REPRESENTATION.

The Contractor shall be represented on the work at all times by a competent superintendent, satisfactory to the Engineer or Inspector and capable of reading and understanding the drawings and specifications. The superintendent shall have full authority to employ required workmen, order materials, arrange for construction equipment, and otherwise represent the Contractor in his absence; any direction given to him by the Engineer or Inspector shall be as binding as if given to the Contractor.

23. COOPERATION.

The Contractor shall give to the work the constant attention necessary to facilitate the progress and shall cooperate in every possible way with the Engineer or his Inspectors, with the Owner, and with other contractors or constructors concerned in the work. He shall plan and schedule his work to the mutual benefit of all interested parties and shall perform the work in accordance with the agreed schedule. In case of controversy, the Engineer will allocate the work and designate the sequence in which it shall be performed. The Contractor shall accept and fulfill the directions of the Engineer when acting within his authority; willful failure or neglect to comply with such instructions shall be considered as sufficient cause for termination of the contract by the Owner.

24. INCIDENTAL WORK.

All work to be done by the Contractor as shown on the drawings and described in the specifications, including any and all minor details not specifically shown or described but obviously essential to the proper completion of the work, shall be considered as subsidiary to, and included with, the work for which prices are named in the contract documents. The Contractor shall not be entitled to any extra or additional compensation for such unless otherwise specified.

25. FINAL CLEANUP.

Immediately upon completion of the work or any usable unit, the Contractor shall remove all surplus or unused materials from the vicinity of the work, leaving the entire site in a clean, sightly, and pleasing condition, conforming to the grades and contours shown on the drawings or designated by the Inspector.

26. RESPONSIBILITIES OF THE CONTRACTOR.

All work shall conform to the technical specifications for materials, workmanship, and methods of construction and shall be in accordance with the lines, grades, and dimensions shown on the drawings or given by the Inspector. The Contractor must satisfy himself before commencing work as to the correctness and meaning of all stakes and marks. No claim will be entertained for, or on account of, alleged inaccuracies

unless the Contractor notifies the Engineer or Inspector thereof in writing before commencing the work. The Contractor under his contract prices shall furnish and pay for all labor, equipment, accessories, and materials not salvaged or otherwise furnished as specified, and shall perform all operations necessary to construct and complete the improvements, ready for use, including all preparatory, temporary, and incidental work. The Contractor shall be responsible for the protection of all work under his contract; any work or materials damaged or impaired from any cause prior to final acceptance of the completed whole shall be restored or reconstructed by him at his expense. All losses or damages arising from the nature of the work to be done, from the action of the elements, or from unforeseen circumstances or difficulties, shall be sustained by the Contractor; such losses or damages shall not relieve him of his responsibility to fulfill his contract and to deliver a completed work in accordance with the contract documents. The Contractor shall provide the Engineer and his representatives free access to any and all parts of the work, whether within the construction limits or at any place where material intended for incorporation in the project is procured, produced, or manufactured. He shall furnish all required information relating to the work or materials, including copies of invoices, bills of lading, waybills, and test reports. The Contractor shall be present at, and assist in, the final inspection of the project and shall furnish all labor and equipment required for final tests. The Contractor shall furnish all stakes, batter board, straight-edges, and grade string and shall furnish men to set them under the direction of the Inspector. The Contractor shall notify the Inspector at least 48 hours in advance, stating where stakes are wanted, before requiring stakes on any section of the project. After construction stakes are set, the Contractor shall preserve them. Any work done without lines and grades as given by the Inspector, or without supervision of any authorized representative of the Engineer, may be ordered removed and replaced at the expense of the Contractor.

27. SANITARY CONVENIENCES.

The Contractor shall provide all necessary privy accommodations for the use of his employees and shall maintain the same in a clean and sanitary condition. He shall not create or permit any nuisance to the public or to residents in the vicinity of the work.

28. APPROVAL OF SUBCONTRACTORS.

The Contractor shall not assign or transfer this contract. The Contractor shall file with the Owner and the Engineer the names of all subcontractors to whom he expects to sublet any portion of the work, and shall not change subcontractors without written approval of the Owner and the Engineer. The approval of subcontracts shall not relieve the Contractor of his liabilities under this contract; should any subcontractor fail to perform satisfactorily the work undertaken by him, the Owner may annul and terminate the contract of such subcontractor.

29. RESPONSIBILITY OF THE ENGINEER.

The findings and determining of the Engineer on all questions pertaining to materials and workmanship or as to interpretation of the drawings and specifications shall be final and binding on all parties to the contract.

30. INTERPRETATION OF CONTRACT DOCUMENTS.

The contract documents are complementary, and what is called for by one shall be as binding as though called for by all. In case of actual or alleged disagreement or discrepancy between the contract and the drawings or specifications, the language and provisions of the contract shall take precedence and prevail; if between the drawings

and specifications, the Engineer will determine in each case whether the drawings or specifications shall rule and govern.

31. INSPECTION.

The Inspector shall inspect all materials to be incorporated, construction equipment to be used, and all work to be performed under this contract. Such inspection shall extend to any and all parts of the work and to the preparation or production of all materials to be incorporated. All sampling of work shall be done by, or in the presence of, the Engineer or his representatives. The Inspector will conduct field tests on work and materials whose physical characteristics and general suitability may be determined under such procedures. Inspectors shall have the authority to reject defective materials, to delay the respective construction while the suitability of materials is being determined or while equipment is being adjusted or calibrated, and to suspend operations on any part of the work not meeting contract requirements. Inspectors shall have no authority to deviate from or to relax the specifications without written permission of the Engineer or to delay the work by failing to inspect or field test any of the work and materials with reasonable promptness. The Inspector will maintain a project record showing the chronological sequence of progress. He will prepare such progress reports as required during construction and at monthly intervals will prepare, and submit to the Owner, periodic payment estimates based on the amount and value of all work performed to date by the Contractor.

32. WORK AFFECTED BY WEATHER.

The Inspector may order such parts of the work suspended should the weather or season be such that any part of the work cannot be done properly and with due regard to durability, finish, or appearance. The Contractor may be required to protect the several parts of exposed work from damage by the elements or other causes.

33. CONTROL AND REGULATION OF WORK.

The Engineer or Inspector shall have the authority to exercise his judgment and initiative in the control and regulation of the work. The Engineer or Inspector may regulate the amount of work open or under construction in advance of completed portions and require the Contractor to place materials and perform work in the manner, order, and sequence as required for the mutual advantage of all parties concerned.

34. USE OF COMPLETED PORTIONS.

The Owner shall have the right to take possession and use of any completed portion or usable unit of the work at any time, but such possession and use shall not be deemed an acceptance of any work not constructed or completed in accordance with the contract documents. If such prior use delays the completion or increases the cost of the work, the Contractor shall be entitled to such extension of time or extra compensation, or both, as the Engineer may determine. The Owner, in taking possession prior to final acceptance, shall agree to abide by the Engineer's decision relative to responsibility for damages to the work during the period of such prior possession and use.

35. VARIATIONS, CHANGES AND MODIFICATIONS.

The work contemplated in the contract documents may be subject to such changes as normally occur during construction. The Engineer, when acting within the authority entrusted to him, may order minor variations in the work; provided such variations are consistent with the intent of the drawings and specifications, and improve or expedite the work. The Engineer may, without written order or other formality, correct obvious errors

in the drawings and specifications or make such minor adjustments as are required to adapt the work to existing conditions or circumstances, provided such corrections and revisions are consistent with the intent of the drawings and specifications, and do not materially affect the total contract price. The Owner reserves the right to make such changes in the drawings, the specifications, and other changes in the contract quantities as may be considered necessary or desirable; provided such changes, alterations, and modifications are affected legally and in accordance with the following procedures. No work may be performed under any change order until all documents have been approved by the Engineer and executed by the contracting parties. After such approval and execution, all work included shall be subject to the terms, conditions, and provisions of the original contract documents, except as otherwise specifically stipulated. In case a satisfactory adjustment in price or other basis cannot be obtained, the work may be ordered done by force account.

36. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

If, through no fault of the Contractor or his employees, the work be stopped for a period of three months or more under order from any court or other public authority; or if the Engineer fails to issue any estimate for payment within 14 days after the due date; or if the Owner fails to pay to the Contractor within 10 days after due presentation any sum certified by the Engineer or awarded by arbitrators; the Contractor may, upon the seventh day after written notice to the Owner and to the Engineer, stop work or terminate his contract and recover from the Owner full payment for all work properly executed, together with invoice cost of unincorporated materials purchased by the Contractor or on irrevocable order plus the actual cost of handling and storing said materials, provided said handling and storing cost does not exceed 5 percent of the invoice cost.

37. OWNER'S RIGHT TO SUSPEND WORK.

The Owner may suspend work on any or all parts of the work pending arbitration or settlement of disputes on any point of controversy. The Contractor will not be entitled to any claim for loss or damage by reason of such delay; nor shall he be entitled to any extension of time for completion of the contract, except the Owner may grant such extension of time at his option.

38. OWNER'S RIGHT TO TERMINATE CONTRACT.

If the Contractor for any reason be unable to complete the work; or if he be intolerably negligent and slow in his prosecution of the work; or if he persistently disregards laws, ordinances, and regulations, or the directions of the Engineer; or if he otherwise be guilty of a substantial violation of any provision of the contract documents; the Owner may, without prejudice to other right or remedy, terminate the contract in the manner and under the procedure set forth below. Before the contract is annulled, the Owner shall issue written notice to the Contractor and his surety stating the conditions which make annulment imminent. If the Contractor or his surety makes no satisfactory effort within 10 days to correct said conditions, the Owner may declare the contract annulled and shall so notify the Contractor and the surety. The Contractor, upon receipt of the notice of annulment, shall cease immediately all operations under the contract. The Owner then may proceed with the work in any lawful manner he may elect. The rights are reserved to the Owner to take possession of any materials, construction equipment, implements, tools, and incidentals found on the work and to use them to complete the project. When the work is completed the total cost thereof, including all expenses, losses, engineering and legal services incident to annulment, shall be computed. If the total cost be more

than the contract price, the difference shall be made up by the Contractor or the Surety. If the total cost be less than the contract price, the difference will be paid to the Contractor or the Surety.

39. WAR CLAUSE.

In the event it becomes necessary by reason of war or preparation for war to terminate the contract prior to its completion, settlement will be made for all work properly executed plus the value, based on receipted invoices, of unincorporated materials.

40. PAYMENTS TO THE CONTRACTOR.

Five calendar days prior to the Owner's first regularly scheduled meeting of each month a periodic estimate, based on work completed or on receipted invoices for approved materials and equipment stored at the project site, shall be prepared by the Engineer. Periodic estimates for a lump sum contract will be based on an itemized breakdown of all work included in the contract, prepared by the Contractor, and submitted to the Engineer for approval prior to preparation of the initial periodic estimate. The breakdown shall include all costs in connection with each major classification of construction items and shall show quantities, unit prices and extensions, the sum of which shall be the total amount of the contract. In making partial payments, 10 percent will be retained from each estimate until full completion and acceptance of all work covered by the contract. The amount so retained, less any proper deductions, will be paid to the Contractor on completion and final acceptance of all work under the contract. In measuring work for payment the actual length, width, depth, area, contents, or number shall be considered, and the length shall be measured along the centerline of the work whether straight or curved. No extras of any kind will be allowed unless covered by written order or agreement specifically describing such extras.

41. FORCE ACCOUNT.

Where it is specified, or agreed during the course of the work, that any portion of the construction shall be done by "force account," the Contractor shall keep an accurate record of all materials, labor, and equipment used and shall furnish the Inspector a copy of each day's record within 24 hours to permit an accurate check thereof. The Owner shall pay for such construction at the actual cost to the Contractor of materials and labor, including the costs of insurance, social security, taxes and bonds, chargeable to this portion of the work; plus 15 percent for superintendence, overhead, and the use of tools and appliances. The use of equipment on such construction shall be paid for at rental rates recommended by the Association of General Contractors, modified for Kansas by the Kansas Department of Transportation; such price and payment being full compensation for all costs in connection with operation, repair, maintenance, overhead, depreciation, and profit.

42. VERBAL AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract, shall effect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

43. EXTENSION OF TIME.

The period of time for completion set forth in the Proposal shall be extended in amount equal to time lost due to causes which could not have been foreseen or beyond the control of the Contractor, and which were not the result of his fault, negligence, or deliberate act. Extension of time for completion shall also be allowed for delays in the

progress of the work caused by any act or omission on the part of the Owner or his employees, or by other Contractors employed by the Owner, or delay due to an act of the Government, or for any delay in the furnishing of the plans and necessary information by the Engineer, or for any other cause which in the opinion of the Engineer entitles the Contractor to an extension of time. Strikes and labor disputes shall be cause for an extension of time.

44. LIQUIDATED DAMAGES.

In event the Contractor shall fail to complete the improvements herein provided for on or before the date herein above stipulated, then the Owner, in accordance with the specifications of the City Engineer, which are made a part of this agreement as aforesaid shall be entitled to deduct from any sum or sums due the Contractor in final settlement between the parties as liquidated damages for such delay, the sum of one hundred dollars per day for each and every day after the expiration of the time limit fixed by this agreement, until said work is completed and said Contractor shall in addition thereto, be held liable for and shall pay the wages of the Inspectors on the work after said time limit has expired, which said wages shall be deducted from any amount found to be due said Contractor on such final settlement, but nothing herein contained shall be deemed to be a waiver of the right of said Owner to insist upon the performance of this contract within such time, or to prevent the Owner from looking to the sureties of said Contractor for any and all damages caused by any such delay, or as a consent to or waiver of any abandonment of the said work by the Contractor, either before or after the date fixed by completion and if within ten days after the receipt by the surety of such Contractor of a notice given to such surety by the Owner that the contract has been abandoned by said Contractor, or that the Contractor has failed to perform his contract, said Surety shall fail to take over such work and enter into an agreement with the Owner to complete the same in accordance with this contract, and to accept as compensation for such completion only such remaining part of the contract price which shall not theretofore have been paid by the Owner to said Contractor, then in such event the Owner shall have the right to take over said work and complete the same or to let another contract for such completion, and the Contractor and his surety shall be and remain liable for the full performance and completion of such contract and for all loss and damage suffered by the Owner in connection with such work.

45. ALTERNATES.

To receive consideration for any proposed alternate for material, equipment, etc., the Contractor shall submit full description of the proposed alternate not later than ten (10) days prior to the date of receiving proposals by the Owner, for the purpose of evaluation and approval.

46. KANSAS NONDISCRIMINATION LAW.

During the performance of this contract or any subcontract resulting there from, the contractor, all subcontractors and vendors shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work done under this contract because of race, religion, color, sex, national origin or ancestry. In all solicitations or advertisements for employees the contractor, all subcontractors and vendors shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the state civil rights commission. If the contractor, a subcontractor or vendor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the state civil rights commission which has become final, the contractor, subcontractor or vendor shall be deemed to have breached

this contract and it may be cancelled, terminated or suspended, in whole or in part by the owner.

47. CITY OF JUNCTION CITY CODE (EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION) During the performance of the contract, the contractor will not discriminate against any employee or applicant for employment in the performance of said contract and every contractor shall include similar provisions in all subcontracts under his contract with the City of Junction City.

48. CERTIFICATE OF COMPLETION

Upon substantial project completion, a "Certificate of Completion" form will be prepared and submitted to the contractor with a punch list. Upon completion of all bid and punch list items, the project will be accepted and the prepared "Certificate of Completion" form will be signed and distributed to the owner and contractor. The final project acceptance date will be the date agreed upon by the owner and the Contractor as indicated on the "Certificate of Completion" The agreed upon date will initiate the "one year" warranty for all public improvements on the project consistent with Item 3a. of "General Clauses"