

**CONTRACT DOCUMENTS AND
SPECIFICATIONS**

**CITY OF LANSING PARKS AND
RECREATION**

**STREAM CROSSING IMPROVEMENT
PROJECT**

KENNETH BERNARD COMMUNITY PARK

PROJECT NO. PR-2018-02



Approved by:

Jason Crum
Director of Parks and Recreation

Date: 3/13/19



benesch

CITY OF LANSING, KANSAS
PROJECT NO. PR-2018-02

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CITY OF LANSING, KANSAS
PROJECT NO. PR-2018-02

INFORMATION FOR BIDDERS

1. Proposals must be submitted on all applicable forms as provided in these specifications.

Plans and Specifications are on file and may be examined, at the Parks and Recreation Office as noted in No. 1 above, and at the office of the Consulting Engineer, Alfred Benesch and Company, 11010 Haskell Ave., Suite 200, Kansas City, KS.

Copies of Plans and Specifications can be seen or purchased for a non-refundable fee on-line at www.drexeltech.com in their eDistribution plan room. Information regarding this project can be found in the "Public Jobs" link on the www.drexeltech.com website. Additional assistance is available at distribution@drexeltech.com. Contractors desiring the paper copies of the contract documents may also obtain a set of such documents from Drexel Technologies: 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

2. Proposals must be in sealed envelopes, addressed to the office of the City Clerk, City Hall, Lansing, Kansas, upon which is clearly written or printed, "**Proposal for City of Lansing Project No. PR-2018-02 Stream Crossing**" and the name and address of the bidder.
3. Each bidder shall state in his Proposal his name, place of residence and his exact post office address, and the names and addresses of all persons or parties interested with him therein. Anyone signing a Proposal as an agent for another must file, with the Proposal, acceptable evidence of his authority to do so.
4. Each bidder is required to deposit with his Proposal a Certified Check, Cashier's Check, or Bid Bond in the amount of five percent (5%) of the total bid. The above required deposit will serve as a guarantee that the bidder will file all bonds required and enter into the Contract, should it be awarded to him, according to the terms of his bid, within ten (10) days after the certification of the award. Should the Contractor fail to file approved surety bonds or enter into the Contract with the city of Lansing, Kansas, the bid security shall be forfeited as liquidated damages, and the money realized therefrom turned into the City Treasury.
5. Bidders must show their unit prices, make extensions based on the unit price bid for each item and total the bid for all items. Bidders must bid all alternates.
6. In the event any discrepancy occurs between the unit prices and the gross sum bid, the unit price shall apply.

7. Proposals must be signed.
8. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the Proposal.

CITY OF LANSING, KANSAS
PROJECT NO. PR-2018-02

NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals for the performance of the contract above noted will be received in the office of the Lansing City Clerk until **[2:30pm (CDT) on Thursday, April 4, 2019]**, then publicly opened at City Hall, 800 First Terrace, Lansing, Kansas.

Project No. PR-2018-02 consists of **Improvement of Stream Crossing in Kenneth Bernard Community Park.**

All bids shall be submitted on applicable forms. Proposals shall be submitted in sealed envelopes, addressed to the office of the **City Clerk, City Hall, 800 First Terrace, Lansing, Kansas 66043**, upon which is clearly written or printed **"Proposal for City of Lansing Project No. PR-2018-02 Stream Crossing"**, and the name and address of the bidder. Any bids received after the closing time will be returned unopened.

Plans and Specifications are on file and may be examined, at the Parks and Recreation Office as noted in No. 1 above, and at the office of the Consulting Engineer, Alfred Benesch and Company, 11010 Haskell Ave., Suite 200, Kansas City, KS.


Copies of Plans and Specifications can be seen or purchased for a non-refundable fee on-line at www.drexeltech.com in their eDistribution plan room. Information regarding this project can be found in the "Public Jobs" link on the www.drexeltech.com website. Additional assistance is available at distribution@drexeltech.com. Contractors desiring the paper copies of the contract documents may also obtain a set of such documents from Drexel Technologies: 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

All bids must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK, or a BID BOND for not less than five percent (5%) of the amount bid as a guarantee that if awarded the Contract, the bidder will enter into a Contract and give bond as required. Said check or bond shall be made payable to the City Council, Lansing, Kansas.

The city of Lansing assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The city of Lansing further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The City Council of Lansing, Kansas, reserves the right to reject any or all bids and to waive technicalities, and to award the contract to the bidder that the Council deems best suited to accomplish the work.

CITY OF LANSING - Parks and Recreation



Jason Crum
Director of Parks and Recreation

3/13/19

Date

CITY OF LANSING, KANSAS
PROJECT NO. PR-2018-02

PROPOSAL

1. Proposal of _____ for the performance of City of Lansing **Project No. PR-2018-02**, in Leavenworth County, Kansas, by the construction of the work as described in the specifications and contract documents for the above mentioned project as set forth in the "Schedule of Prices".

TO THE CITY COUNCIL OF LANSING, KANSAS
CITY HALL
LANSING, KANSAS 66043

2. The undersigned agrees to execute a contract for the proposed work within ten (10) calendar days after notice of the award of the Contract and to begin the work, if this Proposal is accepted, within ten (10) calendar days after issuing the "Notice to Proceed" and to complete the work within **30 Working Days**.
3. In conformity with Article 108.08 of the General Clauses and Covenants, the liquidated damages of this Contract shall be as stated in TABLE OF LIQUIDATED DAMAGES.
4. In submitting this bid, the undersigned declares that he is the only person interested in said bid; that it is made without any connection with any person or persons making another bid for the same Contract; and that it is in all respects fair and without collusion, fraud, or misrepresentation.
5. The undersigned further declares that he has carefully examined the specifications, form of contract, and special provisions, and that he has inspected the actual location of the work, together with the local sources of supplies, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to plead any misunderstanding regarding the same.
6. The undersigned acknowledges receipt of the following Addenda:

Addendum No.

Dated:

Addendum No.

Dated:

Name of Organization

By: _____

THE UNDERSIGNED hereby agrees to furnish the required bond and to enter into a contract within ten (10) days from and after the acceptance of this proposal and further agrees to substantially complete the entire work covered by this proposal **30 Working Days** after Notice to Proceed.

Enclosed is security in the sum of 5% of the total bid in the form of a bid bond submitted herewith in accordance with the Instruction to Bidders, which the undersigned agrees to be forfeited to and become the property of the city of Lansing, Kansas, as liquidated damages should this proposal be accepted and the contract awarded to him, and he fails to enter into a contract in the form prescribed and to furnish the required bond within ten (10) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon execution of the contract and delivery of the approved bonds to the city of Lansing, Kansas.

THE UNDERSIGNED understands that the right is reserved by the city of Lansing, Kansas, to reject any and all bids, and attached hereto is an affidavit in proof that the undersigned has not colluded with any persons in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

The Bidder is prepared to submit a financial statement on request.

The Bidder acknowledges receipt of Addenda No. _____.

Contractor

By: _____

Title: _____

Attest: _____

CITY OF LANSING, KANSAS
PROJECT NO. PR-2018-02

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, and between the CITY COUNCIL OF LANSING, KANSAS, Party of the First Part, hereinafter referred to as the CITY, and _____, Party of the Second Part, 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 City as set forth in the General Provisions in the Lansing Technical Specifications and Design Criteria for Public Improvement Projects (General Provisions), the said contractor shall furnish all labor, equipment, accessories and materials (except materials salvaged or otherwise furnished as specified) 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 City Clerk of Lansing, Kansas. Specifications for this project are the Lansing Technical Specifications and Design Criteria for Public Improvement Projects, as supplemented and/or modified by Special Provisions included in these contract documents.

Article 2: It is hereby further agreed, that, in consideration of the faithful performance of the work by the Contractor, the City shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in amounts certified by the Engineer, in accordance with the General Provisions, and set forth in the Proposal as accepted by the City.

Article 3: It is hereby further agreed that, at the completion of the work and its acceptance by the City, all sums due the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reasons of alterations or modifications of the original contract or by reasons of "Force Account" work authorized under the contract in accordance with the provisions of the General Provisions, will be paid the Contractor by the City within sixty (60) days after said completion and acceptance.

Article 4: It is hereby further agreed, that the "he" or "him" wherever used herein as referring to the Contractor, shall be deemed to referring to the Contractor, his-her-their heirs, executors, administrators, successors, or assigns.

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 Provisions and are hereby made a part of this agreement as fully as if set out in length herein.

Article 6: It is hereby further agreed that the Contractor shall maintain the improvements constructed under this contract and make good all defects in materials and workmanship and repair damage resulting from such defects for a period of two years following acceptance of the project.

Article 7: It is hereby further agreed that the Contractor shall abide by the Storm Water Pollution Prevention Plan included in the bid documents for the project.

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

ATTEST:

CITY COUNCIL OF LANSING, KANSAS

City Clerk

Mayor

Date

Name of Organization

By: _____

Title of Signature

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned _____ of _____, Kansas hereinafter referred to as the "Contractor", and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the city of Lansing, Kansas, hereinafter referred to as "City", in the penal sum of _____ Dollars (\$ _____), lawful money of the United State 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 by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, _____, executed a written contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for **Project No. PR-2018-02** designated, defined and described in the Contract and the Conditions thereof, and in accordance with the specifications and plans therefor; a copy of said Contract being attached hereto and made a part hereof;

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Whenever Contractor is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety shall pay to the City the cost of completion of the work, including the costs of letting the bid or bids necessary for completion.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or 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 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 Contractor has hereunto set hand, and 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 _____, _____.

Contractor

ATTEST:

Secretary (SEAL)

By _____

Title

SURETY COMPANY

By _____ (SEAL)

By _____ Attorney-in-Fact

By _____ Kansas Agent

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

MAINTENANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That we,
_____ (Contractor) Principal and
_____, as Surety, are held and firmly
bound unto the **CITY OF LANSING, KANSAS, OF LEAVENWORTH COUNTY,
KANSAS**, in the full and just sum of _____ \$
_____ for the payment of which, well and truly to be made, we, and
each of us, bind ourselves, our heirs, executors and assigns, themselves, and its
successors and assigns, jointly and severally, firmly by these present.

Dated this _____ day of _____, _____.

The conditions of this obligation are such, that whereas upon completion of a contract for
City of Lansing **Project No. PR-2018-02** (and has been accepted by the city of Lansing,
Kansas, as having been built in accordance with the approved plans and specifications
with no unacceptable deviations thereof,) has agreed to guarantee the construction and
installation, including all materials and workmanship, for the period of two (2) years
beginning on the date the City so accepts said work, said date being the formal
acceptance date.

NOW, THEREFORE, if said _____ shall guarantee
the above work for a period of two (2) years from date of formal acceptance, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered the day and year first above written.

Countersigned: _____ By: _____

By: _____
Kansas Resident Agent

By: _____
Attorney-in-fact
Power of Attorney attached

STATUTORY BOND

KNOW ALL PEOPLE 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, firmly by these present:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, _____, entered into contract with the City of Lansing, Kansas, for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements described in the Contract for City of Lansing **Project No. PR-2018-02**, all in accordance with specifications and other contract documents on file in the office of the City Clerk of Lansing, Kansas.

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

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 to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications. The said Surety further agrees that any person to whom there is due any sum for labor or materials furnished, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set hand, and the said Surety has caused these present 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 _____, _____.

Contractor

ATTEST:

Secretary

By _____ (SEAL)

Title

Surety Company

By _____ (SEAL)

By _____ Attorney-in-Fact

By _____ Kansas Agent

(A Statutory Bond is required only in connection with a Contract exceeding forty thousand dollars (\$40,000.00) in accordance with K.S.A. 60-1111 as amended.)

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