

PROJECT MANUAL

**ON-CALL WASTEWATER,
STORMWATER, AND FLOOD
MANAGEMENT FACILITY
MAINTENANCE**



PROJECT I.D. RFP R41383

ENVIRONMENTAL SERVICES DIVISION, PUBLIC WORKS DEPARTMENT

FIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS

CONTRACT DOCUMENTS

FOR

**ON-CALL WASTEWATER, STORMWATER, AND FLOOD
MANAGEMENT FACILITY MAINTENANCE**

PROJECT ID: RFP R41383

ENVIRONMENTAL SERVICES DIVISION
of

PUBLIC WORKS DEPARTMENT

Prepared by: _____
Professional Engineer Date _____

Approved: _____
Director of Environmental Services Date _____

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**LEGAL NOTICE OF REQUEST FOR PROPOSAL
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
OFFICE OF THE COUNTY ENGINEER**

Proposals are being solicited for a capital construction project known as:

Project Name	On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance
Project ID No.	RFP R41383
Proposal Date	October 9, 2025
Contract Time	365 Calendar Days

Proposals will be received until 2:00 p.m. on the above date, at the Office of the Unified Government Clerk, 3rd Floor, Municipal Office Building, 701 North Seventh Street, Kansas City, Kansas, 66101. Proposals will not be publicly opened or read aloud.

Project goals for MBE/WBE participation are NOT part of this solicitation.
Prevailing Wage Rate is part of this solicitation.

Printed copies of the Contract Documents consisting of the specifications, together with Request for Proposal, Proposal Questionnaire, Price Proposal form and forms of contracts, performance bond and labor and material payment bond may be obtained from Drexel Technologies at <http://www.drexeltech.com/>.

Additionally, Contract Documents may be picked up at Drexel Technologies on a CD or downloaded electronically. See the Drexel Technologies website for pricing. All purchases are non-refundable. Drexel Technologies can be contacted by phone at (913) 371-4430 or electronically at <http://www.drexeltech.com/>. Contract Documents will be shipped only if the requesting party assumes responsibility for all related shipping charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies.

The Contract Documents may be examined online at <http://www.drexeltech.com/>, in person during regular business hours at Drexel Technologies, 10840 West 86th Street, Lenexa, KS, 66214-1632 or at the office of the Director of Environmental Services, 50 Market Street, Kansas City, KS, 66118.

A **MANDATORY** Pre-Proposal Conference will be held for this project. Refer to Article II Section 2.03 of the Request for Proposal for details.

The Unified Government reserves the right to reject any or all Proposals. The Request for Proposal contains additional requirements. Award will be made to the responsible Offeror whose Proposal is determined to be the most advantageous to the Unified Government taking into consideration price and the evaluation factors described in the Request for Proposal.

The Unified Government of Wyandotte
County/ Kansas City, Kansas

Director of Environmental Services

Unified Government Clerk

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP R41383
For
**“On-Call Wastewater, Stormwater, and
Flood Management Facility Maintenance”**

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Article I. General Information

Section 1.01 *Method of Source Selection*

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas (Unified Government) Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Utilization of Competitive Sealed Proposals for this project has been approved by the Public Works Director. Award will be made to the responsible Offeror whose Proposal is determined to be the most advantageous to the Unified Government taking into consideration price and the evaluation factors described in Article VII of this Request for Proposal (RFP).

Section 1.02 *Purpose*

The Unified Government Department of Public Works is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing (a) inspections, preventive maintenance, and corrective maintenance and (b) facility repairs identified in the Contract Documents titled, "On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance."

The Unified Government is seeking to enter into a term and supply contract with one or more contractor(s) to provide inspection services, preventive maintenance, and corrective maintenance for equipment in Environmental Services wastewater, stormwater, and flood management Facilities.

The Unified Government is also seeking to enter into a second, separate term and supply contract with one or more contractor(s) to provide facility repairs. This contract will be used to conduct such work when the Unified Government determines it is more cost-effective than the normal design-bid-build construction process or when the work must be expedited.

The scope of work for each project will be to inspect, repair, rehabilitate, and/or replace equipment in the facilities and fully restore the work site to equal or better condition. Occasionally, the work will be in response to equipment failures requiring an immediate response to minimize property loss or environmental damage; this work is generally expected to be of short duration. The contractor shall furnish all labor, tools, equipment, supplies, materials, and appurtenances necessary to perform routine and emergency work authorized under this contract.

Offerors providing such services must meet the requirements of this RFP.

Solicitations from qualified minority and women owned businesses, firms and individuals are encouraged by the Unified Government. This encouragement does not infer preference and all solicitations will be evaluated equally.

This contract may be awarded to more than one contractor to ensure resources are available when they are needed, thereby providing prompt service to the community. Projects to be assigned to the Contractor will be identified by the Unified Government. **No minimum contract amount is guaranteed; however, the annual maximum dollar value is estimated to be \$1,000,000 total for all contracts resulting from award of this RFP.**

Section 1.03 *Project Procedures*

Projects will generally be initiated as follows. For unplanned or emergency work, these steps will be streamlined to expedite the work.

- **Planned Projects.** The Unified Government will identify projects that meet the stated purpose of this contract and develop a scope of work. One of the Unified Government's contract consulting engineers may be utilized to assist with the scope of work.
- **Unplanned Projects.** The Unified Government, at its sole discretion, will select a contractor from those selected from this RFP and approach them with the project. Contractors are required to respond with a company representative to the repair site within four (4) hours upon notification by Unified Government staff. Contractor will be given time to assess the scope of work and the appropriate equipment and personnel to complete the work. Contractor is then required to begin mobilization on a timeline as directed by the Unified Government after completing the initial site visit. Mobilization times will vary depending on the specific urgency of the project, but typically 24 to 48 hours after the initial site visit.
- **Contractor Proposal.** The Unified Government, at its sole discretion, will select a contractor from those selected from this RFP and approach them with the project. The contractor will review the details of the project and submit an itemized cost estimate for review by the Unified Government and the Unified Government's contract consulting engineer, if applicable. The Unified Government, engineer, and contractor shall discuss the proposal and make any necessary modifications until the proposal is acceptable to all parties.
- **Authorization of Work.** The Unified Government will issue a written project Authorization to the contractor (signed by both parties), which confirms acceptance of the contractor's proposal and establishes the scope of work and special contract terms and conditions by adopting the plans and specifications into the Agreement (i.e., term and supply contract). The project Authorization will be issued with an official notice to proceed date.
- **Purchase Order.** The Unified Government will issue a Purchase Order to the Contractor. The Purchase Order amount is considered a maximum not to exceed cost that cannot be exceeded without a change order that has been approved by the Unified Government. If, during the course of a project, it becomes apparent that the maximum not to exceed cost needs to be increased due to a change in scope; contractor will immediately inform the Unified Government and submit a detailed cost estimate for the change in scope and expected increase.
- The Unified Government is not obligated to use this term and supply contract for any work. The contract will be used at the sole discretion of the Unified Government.
- If more than one contractor is awarded this term and supply contract, the Unified Government has sole discretion in selecting which contractor is awarded each project. For some projects, the Unified Government may interview contractors prior to selecting one to submit a cost proposal.
- Although it is not the intent of this term and supply contract that bids be solicited for a project, this does not preclude the Unified Government from obtaining a cost estimate from more than one term and supply contractor.
- Contractors are not guaranteed the award of any project under this term and supply contract. There is no minimum number of projects or dollar amount of projects to be awarded.

Section 1.04 Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Section 1.05 Required Review

Offerors should carefully review this solicitation to fully understand the scope of work for defects and questionable or objectionable items. Comments or questions concerning this RFP must be made in writing and received by the Procurement Officer at least ten (10) days before the Proposal opening. This will allow issuance of any necessary amendments which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the Procurement Officer, in writing, at least ten (10) days before the time set for opening.

Section 1.06 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Purchasing Director within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final and binding with no further appeal.

Section 1.07 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer fax or email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins thouchins@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will determine the appropriate method to be used.

Section 1.08 Amendments

Amendments and addendums will be issued to offerors known to have the Request for Proposal and will also be made by available publicly on the Unified Government's website at least three (3) days prior to the due date of the RFPs.

Section 1.09 *Alternate Proposals*

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the Proposal shall be evaluated as if it meets ALL specifications, and the Offeror submitting the Proposal shall be required to perform all services as required by the specifications.

Section 1.10 *Implied Requirements*

By submission of the Proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the Proposal specifically states otherwise. It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request for Proposal, but which are necessary to provide functional capabilities proposed by the Offeror must be included in the Proposal.

Section 1.11 *Project Timetable and Contract Term*

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed for both contracts. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Issue RFP:	October 9, 2025
Mandatory Pre-Proposal – Inspections & Maintenance:	October 27, 2025 at 10:30am
Mandatory Pre-Proposal – Facility Repairs:	October 27, 2025 at 11:30am
Non-Mandatory Site Visits:	Week of November 3, 2025
Last Day for Questions:	November 17, 2025 at 11:00am
Proposals Due:	December 11, 2025 at 2:00pm
Selected Offeror Notified of Selection:	TBD
Notice of Award:	TBD
Notice to Proceed:	TBD

The contract(s) resulting from this RFP will be effective for the approximate twelve-month period from the date of the award. The Unified Government reserves the sole right to renew the contract(s) for four (4) additional twelve-month periods.

Section 1.12 *Location of Work*

The location(s) the Work is to be performed is at various locations throughout Wyandotte County within the Environmental Services Division facilities as listed in the Request for Proposal.

Offerors shall visit the site of work and existing facilities and shall fully inform themselves of existing conditions and limitations. Non-mandatory site visits will be scheduled for each site location listed in the Inspection, Preventive Maintenance, and Corrective Maintenance Scope of Work section. Contractors submitting for either contract are welcome to participate in site visits to verify locations and equipment types and sizes. The schedule will be released at the

mandatory pre-proposal meeting. Responsibility for differing site conditions shall be determined in accordance with Section 16 of the General Conditions. The offeror shall be familiar with all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work.

Section 1.13 Proposals and Presentation Costs

The Unified Government will not be liable in any way for any costs incurred by the Offeror in the preparation of their Proposal in response to the RFP nor for the presentation of their Proposal and/or participation in any discussions, interviews, or negotiations.

Section 1.14 Disclosure of Proposal Contents

All Proposals and other material submitted become the property of the Unified Government and may be returned only at the Unified Government's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, Proposals will become public information.

Trade secrets and other proprietary data contained in Proposals may be held confidential if the Offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

Section 1.15 Cooperative Procurement

If the Offeror has indicated agreement to participate in the Cooperative Procurement Program in the Proposal Questionnaire, the Offeror shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other entities. The Offeror shall further understand and agree that participation by other entities is discretionary on the part of that entity and the Unified Government bears no financial responsibility for any payments due the Offeror by such entities.

Section 1.16 Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall have the total responsibility for all salaries,

wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.17 Determination of Responsibility and Responsiveness

Per 29-198 (Responsibility of bidders and offerors) of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract, the Procurement Officer must be satisfied that the prospective offeror is responsible.

All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The determination of responsibility shall be governed by 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Section 1.18 Evaluation

The Proposal Evaluation Committee shall evaluate all Proposals submitted and shall classify them as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information is found in section 8 of this Request for Proposal.

Section 1.19 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing Proposals are prohibited.

Section 1.20 Award

The contract shall be awarded in whole or in part to the responsible Offeror whose Proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful Offeror based upon the evaluation of the Proposal Evaluation Committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in Section 1.06 of the RFP.

The contract, if awarded, will be on the basis of materials and equipment specified or described in the Contract Documents without consideration of possible substitute or "or-equal" items. Application for review of substitute or "or-equal" materials or equipment will not be considered by Engineer and Owner until after the Effective Date of the Agreement. The procedure for submission of any application for review of substitute or "or-equal" items by Offeror and consideration by Engineer and Owner is set forth in Section 8 of the General Conditions.

Section 1.21 *Notification of Award*

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- If the contract is in excess of \$50,000, submit a labor and material payment bond to the State of Kansas in the amount of 100% of the price specified in the Contract Documents.
- If the contract is in excess of \$50,000, submit a performance bond in the amount of 100% of the Contract Price.
- If the Offeror is not a corporation or a resident of the State of Kansas, submit an executed copy of the Appointment of Process Agent Form which has been filed in the office of the Clerk of the Wyandotte County District Court.
- If the Offeror is a foreign corporation, has applied to and been authorized by the Kansas Secretary of State to do business in Kansas in accordance with K.S.A. 17-7301 et seq., has a resident agent in the State of Kansas, execute the Foreign Corporation Resident Agent Designation form.
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Execute the Agreement.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County / Kansas City, Kansas License Division at (913) 573-8780 or businesslicense@wycokck.org for information regarding Licensing and Occupational Taxes.
- Come into compliance with Article XI of the Procurement Code regarding compliance with State and Federal anti-discrimination laws.

Contact the Procurement and Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5465 for information regarding compliance requirements.

- All bonds required shall contain all terms and conditions contained in the provided bond forms and shall be executed by a surety company authorized to do business in the State of Kansas and countersigned by an agent licensed by the Unified Government. The attorney in fact who signs bonds must file with each bond a certified and effective dated copy of their power of attorney.
- The Unified Government of Wyandotte County / Kansas City, KS; Johnson County, KS; City of Kansas City, MO; and Jackson County, MO (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror's compliance with the Tax Laws of the Local

Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification within (30) days of the notice of award. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form will **be provided to the successful Offeror by the Unified Government**).

Section 1.22 Right to Reject Proposals

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their Proposal. If an Offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The Unified Government reserves the right to waive minor irregularities in a Proposal and to correct obvious mathematical errors on a Price Proposal form. Minor irregularities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP or Contract Documents;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the Work; or,
- do not constitute a substantial reservation against a requirement or provision.

If no Offerors meet all the mandatory requirements of the RFP, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised scope through a subsequent Request for Proposals at a later date, or may choose to negotiate with those submitting Proposals.

Section 1.23 Mistakes in Proposals Discovered Prior to Award

At any time prior to the specified date and time for submission, an Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the Proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals,

mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.24 Mistakes in Proposals Discovered After Award

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Procurement Department on behalf of the Unified Government.

Section 1.25 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the Unified Government.

Article II. Standard Proposal Information

Section 2.01 Proposal Content

(a) Inspection, Preventive Maintenance, and Corrective Maintenance

Proposals shall consist of two (2) separate submittals: a Price Proposal and a Proposal Questionnaire as detailed in Sections V and VI of this RFP. A Proposal Questionnaire must be submitted for each equipment type being submitted.

(b) Facility Repairs

Proposals shall consist of two (2) separate submittals: a Price Proposal and a Proposal Questionnaire as detailed in Sections V and VI of this RFP.

If submitting for both (a) and (b), questionnaires for each equipment type being submitted and a questionnaire for facility repairs must be completed for consideration.

Section 2.02 Authorized Signature

All proposals must be signed by an individual authorized to bind offeror to the provisions of the Request for Proposal. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section 2.03 Mandatory Pre-Proposal Conference

(a) Inspection, Preventive Maintenance, and Corrective Maintenance

A **MANDATORY** Pre-Proposal Conference will be held at **10:30 am**, Central Standard Time, on **October 27, 2025**, in the **large** conference room (Room 207) on the **second** floor of the **Kaw Point WWTP Administration Building** located at **50 Market Street**. The purpose of the conference is to discuss the work to be performed with the prospective Offerors and

allow them to ask questions concerning the RFP and Contract Documents. Questions and answers will be transcribed and sent to prospective Offerors as soon as possible after the meeting.

(b) Facility Repairs

A **MANDATORY** Pre-Proposal Conference will be held at **11:30 am**, Central Standard Time, on **October 27, 2025**, in the **large** conference room (Room 207) on the **second** floor of the **Kaw Point WWTP Administration Building** located at **50 Market Street**. The purpose of the conference is to discuss the work to be performed with the prospective Offerors and allow them to ask questions concerning the RFP and Contract Documents. Questions and answers will be transcribed and sent to prospective Offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for the Pre-Proposal Conference so that reasonable accommodation can be made.

Section 2.04 *Site Inspection*

The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

Section 2.05 *Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request for Proposal, whether provided by the contract or by Kansas Statute, shall be null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the Request for Proposal, the term or condition of the Request for Proposal will prevail; and
- (b) if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition shall be null and void.

Section 2.06 *Discussions with Offerors*

The Unified Government may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request for Proposal and proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Offerors who have submitted a Proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of Proposals by the evaluation committee. If

modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final Proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.07 *Prior Experience*

In order for their Proposals to be considered responsive, Offerors (and/or their subcontractors) must meet these minimum prior experience requirements:

(a) Inspection, Preventive Maintenance, and Corrective Maintenance

The Offerors must have the capability to perform the types of work outlined in the scope and Price Proposal. To demonstrate this capability, respondents to the RFP should meet the following minimum experience qualifications:

- i. The Contractor must have at least one (1) year of experience under their current business name related to the type of equipment being submitted.
- ii. The Contractor's staff must have license and/or certifications as necessary to complete the work.
- iii. The Contractor should be located within an approximate 1-hour drive of Wyandotte County, Kansas, or approximately 50 miles.
- iv. The Contractor shall be available to provide service within normal operating hours (Monday through Friday, 7 am to 4 pm).
- v. The Contractor shall have sufficient resources (workforce, supervision, equipment, and financial) necessary to perform the Work of the Specifications and/or requests. To confirm payment for equipment, Contractor may be required to submit specific makes, models, and classifications of equipment used for the work.

(b) Facility Repairs

The Offerors must have the capability to perform the types of work outlined in the sample project scope and Price Proposal, utilizing subcontractors as necessary. To demonstrate this capability, respondents to the RFP should meet the following minimum experience qualifications:

- i. Prime Contractor should have a minimum of five (5) years' experience in wastewater and/or stormwater facility repair and replacement construction as a prime contractor.
- ii. Prime Contractor should be located within an approximate 1-hour drive of Wyandotte County, Kansas, or approximately 50 miles.
- iii. Prime Contractor shall be available to provide service seven (7) days a week, twenty-four (24) hours a day.
- iv. Prime Contractor shall have sufficient resources (workforce, supervision, equipment, and financial) necessary to perform the Work of the Specifications and/or requests. To confirm payment for equipment, Contractor may be required to submit specific makes, models, and classifications of equipment

used for the work.

An Offeror's failure to meet and provide adequate documentation of these minimum prior experience requirements will cause their Proposal to be considered non-responsive and their Proposal will be rejected.

Section 2.08 Evaluation of Proposals

The Procurement Officer, or an evaluation committee made up of the procurement officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this Request for Proposal.

Section 2.09 Contract Negotiations

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Offeror's Proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

Section 2.10 Failure to Negotiate

If the selected Offeror:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the Offeror and the Unified Government, after a good faith effort, simply cannot come to terms;

the Unified Government may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

Article III. Standard Contract Information

Section 3.01 Contract Type

(a) Inspection, Preventive Maintenance, and Corrective Maintenance

This contract is a Unit Price contract. The Price Proposal consists of a unit price tabulation for one or more geographical sites and single grand total per equipment type. Comparison of Price Proposals will be based on the grand total.

Subconsultants are **not** permitted under this contract. All work must be completed by the prime contractor.

This contract will be awarded to one (1) Offeror for each equipment type. An Offeror may be selected for one or more equipment types.

(b) Facility Repairs

This contract is a Unit Price contract. The Price Proposal consists of a unit price tabulation for a single grand total. Comparison of Price Proposals will be based on the grand total.

Subconsultants are permitted under this contract.

This contract may be awarded to more than one Offeror to ensure resources are available when they are needed.

Section 3.02 *Contract Approval*

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator, the Administrator's designate. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 *Proposal as a Part of the Contract*

Part or all of this Request for Proposal and the successful proposal may be incorporated into the contract by reference.

Section 3.04 *Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposals and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is in the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

Section 3.05 *Insurance Requirements*

The successful Offeror must secure insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management.

Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Insurance Requirements

Upon award of the contract, the successful Offer shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required insurance policies are scheduled to expire or be canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The successful Offeror shall indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death, or damage to property directly caused by Offeror's negligence arising out of performance by Offeror of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000 aggregate

Professional Liability**\$1,000,000 aggregate**

1. The “additional insured” provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas, shall be named as additional insured with respect to the work performed for the contract(s): “Request for Proposal R41383 On-Call Wastewater, Stormwater, & Flood Management Facility Maintenance for the Unified Government of Wyandotte County/Kansas City, Kansas”.
2. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
3. Provide Request for Proposal number and title in the “miscellaneous” area of certificate and address all certificates to the Unified Government of Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444; Office 913-573-5440.

Section 3.06 Bonds

The successful Offeror shall obtain the required bonds for each project Authorization.

Labor and Material Payment Bond

If the contract is in excess of \$50,000, the successful Offeror shall submit a labor and material payment bond to the State of Kansas in the amount of 100% of the price specified in the Contract Documents for the protection of all persons supplying labor, materials, equipment and supplies to the contractor or its subcontractor. Said bond shall comply with the requirements of K.S.A. 60-1111, as amended, and shall be filed with the Clerk of the District Court of Wyandotte County, Kansas.

Performance Bond

Where the contract is in excess of \$50,000, the successful Offeror shall furnish the Unified Government with a Performance Bond in the amount of 100% of the Contract Price. The Performance Bond shall be conditioned upon the performance by the Offeror of all undertakings, covenants, terms, conditions, and agreement of the Contract Documents.

Maintenance Bond

The successful Offeror shall furnish the supplied Maintenance Bond in an amount equal to 25% of the total Contract Price holding good for a period of three (3) years after the final acceptance of the Work. The maintenance bond shall protect the Unified Government against all damages, losses and expenses which may occur to the Unified Government, by reasons of defective materials used, or by reason of defective workmanship done, for, and the maintenance, repair, or construction of, said work; and shall repair for said period of three (3) years, all work conducted at Unified Government facilities. If any items covered by the maintenance bond are not repaired or replaced by the Offeror within a reasonable time, as determined by the Unified Government or if a hazard occurs as the result of disrepairs, the Unified Government shall have

the right to correct, or have corrected such disrepair, at the expense of the Offeror or Bonding Company.

Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Such bond shall be furnished by the Contractor immediately following the completion of the project and acceptance thereof by the Unified Government.

Section 3.07 Contract Pricing

The prices provided by the successful Offeror(s) in the Price Proposal shall remain firm during the initial contract period. Prices for contract renewal periods shall be negotiated and mutually agreed upon by the successful Offeror(s) and the Unified Government. Updated pricing due to changes in the cost of labor and/or materials shall include documented justification for price increases and be submitted at least eight weeks prior to the contract period expiration date.

Any contract entered into will be of the “open end” type. The successful Offeror(s) will deliver such quantities as may be ordered, and the contract shall be binding only for the actual quantities ordered during the contract period. Orders will be issued throughout the contract period as needs are determined.

Section 3.08 Payment Procedures

The Unified Government will make payments in accordance with Section 25 of the General Conditions.

Section 3.09 Contract Personnel

Any change of the project team members named in the Proposal must be approved, in advance and in writing, by the Contracting Officer. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.10 Liquidated Damages

The Unified Government will assess liquidated damages in accordance with the Agreement and Section 24 of the General Conditions.

Section 3.11 Contract Changes – Unanticipated Amendments

Changes in the Work will be addressed in accordance with Section 13 of the General Conditions.

Article IV. Required Contractual Terms and Conditions

GENERAL CONDITIONS

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

1. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
2. **Compliance with Law.** Offeror shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** Offeror represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is not legal.
6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify Offeror for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, Offeror shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** Offeror shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Offeror shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective.

Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

8. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by Offeror are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made under the Agreement

9. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, Offeror shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry.

10. **Equal Opportunity.**

- a. Offeror shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry.
- b. Offeror will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. Offeror, in all solicitations or advertisements for employees placed by or on behalf of Offeror, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry.
- d. Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. Offeror shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If Offeror fails, refuses, or neglects to comply with the terms of these contractual

conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and Offeror may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, Offeror shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

- g. Offeror shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. Offeror, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

11. Representations.

Offeror makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

12. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

13. Severability. If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

14. Entire Agreement. This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is

binding upon the parties, their representatives, and successors in interest.

15. **Termination for Default.** If Offeror refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify Offeror in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate Offeror's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay Offeror the costs and expenses and reasonable profit for services performed by Offeror prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due Offeror such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by Offeror because of the default.

Except with respect to defaults of subcontractors, Offeror shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if Offeror has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Offeror shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit Offeror to meet the contract requirements. Upon request of Offeror, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Offeror's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of Offeror's right to proceed under the provisions of this clause, it is determined for any reason that Offeror was not in default under the provisions of this clause, and both the Unified Government and Offeror agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by Offeror will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If Offeror is adjudged bankrupt or insolvent;
- If Offeror makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for Offeror or any of his property;

- If Offeror files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If Offeror repeatedly fails to supply sufficient services;
- Acts other than those specified may constitute substantial breach of this Agreement.

- 16. Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to Offeror specifying the part of the contract terminated and when termination becomes effective.

Offeror shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Offeror will stop work to the extent specified. The Procurement Officer shall pay Offeror the following amounts:

All costs and expenses incurred by Offeror for work accepted by the Unified Government prior to Offeror's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by Offeror for work not yet accepted by the Unified Government but performed by Offeror receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by Offeror shall not be allowed.

- 17. Disputes.** All controversies between the Unified Government and Offeror which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by Offeror for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Offeror may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to Offeror by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or Offeror brings an action seeking judicial review of the decision in the Wyandotte County District Court.

Offeror shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event Offeror shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written

determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

- 18. Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by Offeror in connection with the work pursuant to this Agreement, shall be in the Unified Government.
- 19. Availability of Records and Audit.** Offeror agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. Offeror agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, Offeror shall preserve and make available to persons designated by the Unified Government his records for a period of three (3) years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever

Article V. Proposal Questionnaire

Section 5.01 *Proposal Questionnaire Format and Content*

The Proposal Questionnaire package shall include the following documents:

- Proposal Questionnaire – utilize the Proposal Questionnaire document provided in the Contract Documents for the type of work you are proposing on. If proposing on both types of work, both questionnaires must be completed and submitted separately.
- Attachments – includes the attachments requested in the Proposal Questionnaire, including resumes and safety logs.
- Appointment of Process Agent Form
- Foreign Corporation Resident Agent Designation

The Unified Government discourages overly lengthy and costly responses to the Proposal Questionnaire, however, in order for the Unified Government to evaluate Proposals fairly and completely, Offerors should follow the format provided and provide all of the information requested.

All Proposal Questionnaires shall be submitted on the printed Proposal Questionnaire, or photocopy thereof, included in the Contract Documents. All blank spaces must be filled in, in ink or typewritten, and the Proposal Questionnaire must be fully completed and executed when submitted. Only one executed copy of each Proposal Questionnaire is required. The Proposal Questionnaires shall be fastened together in one package.

Section 5.02 *Submittal*

One copy of the Proposal Questionnaires for both types of work shall be submitted separately in sealed envelopes (separate from the Price Proposal), addressed to the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Suite 323, Kansas City, Kansas, 66101-3064. The outside of each sealed envelope containing a Proposal Questionnaire shall be plainly marked “Proposal Questionnaire – Inspection, Preventive Maintenance, and Corrective Maintenance” **OR** “Proposal Questionnaire – Facility Repairs” and shall state the name of the project, RFP R41383 and the name and address of the Offeror. If forwarded by mail, the sealed envelope containing the Proposal Questionnaire must be mailed inside another envelope to the addressee.

Article VI. Price Proposal

Section 6.01 *Price Proposal Format and Content*

The Price Proposal package shall include the following documents:

(a) Inspection, Preventive Maintenance, and Corrective Maintenance

- Price Proposal – utilize the Price Proposal document provided in the Contract Documents, required information includes acknowledgement of receipt of Amendments and Price
- Equipment Type Price Proposal – utilize the Price Proposal document provided in the Contract Documents. If submitting for multiple equipment types, each price proposal shall be submitted in separate envelopes.

- Certification of Bonding Capacity - A notarized certification from the Offeror addressed to the Unified Government stating that the Offeror has bonding capacity of \$100,000 to dedicate to this contract.

(b) Facility Repairs

- Price Proposal – utilize the Price Proposal document provided in the Contract Documents, required information includes acknowledgement of receipt of Amendments and Price.
- Affidavit of Intended Utilization – utilize the forms provided in the Contract Documents and submit the Affidavit of Intended Utilization as required in Section 2.06 of this RFP.
- Certification of Bonding Capacity - A notarized certification from the Offeror addressed to the Unified Government stating that the Offeror has bonding capacity of \$400,000 (20% of the annual maximum contract amount) to dedicate to this contract.

All price proposals shall be submitted on the printed Price Proposal and Sample Project Price Proposal forms, or photocopies thereof, included in the Contract Documents. All blank spaces must be filled in (except where otherwise indicated), in ink or typewritten, and the forms must be fully completed and executed when submitted. Only one executed copy of each form is required. All other forms required to be submitted shall be completed by the Offeror and submitted with the Price Proposal form. The Price Proposal form, Sample Project Price Proposal form, and all required forms shall be fastened together in one package.

Standard unit rates shall be entered for the work types shown on the Price Proposal. The unit rates provided in the Price Proposal shall be used on the Sample Project Price Proposal, which will be used in the cost component of the proposal evaluations. The unit rates entered into the Price Proposal will become part of the contract for the successful Offeror and will remain in effect for the duration of the initial 12-month contract period. Adjustments to the unit rates may be negotiated for subsequent renewal periods as indicated in Section 3.09.

A previous scope of work package that is similar to the scope of the work that will be provided with a written project Authorization to the successful Offeror is provided in these Contract Documents for the Offeror's reference.

Section 6.02 Submittal

One copy of the Price Proposal package for both types of work shall be submitted separately in sealed envelopes (separate from the Proposal Questionnaire), addressed to the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Suite 323, Kansas City, Kansas, 66101-3064. The outside of each sealed envelope containing a Price Proposal shall be plainly marked "Price Proposal – Inspection, Preventive Maintenance, and Corrective Maintenance" **OR** "Price Proposal– Facility Repairs" and shall state the name of the project, RFP 41383 and the name and address of the Offeror. If forwarded by mail, the sealed envelope containing the Price Proposal must be mailed inside another envelope to the addressee.

Article VII. Evaluation and Selection

Section 7.01 *General*

The Proposals will be reviewed and evaluated by the Owner's Proposal Evaluation Committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this Article VII. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Offerors regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Offeror from further consideration. In addition, the Owner may require that all or a limited number of Offerors participate in interviews.

Section 7.02 *Responsiveness*

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the Proposal Evaluation Committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

Section 7.03 *Evaluation Criteria and Selection Methodology*

In ranking the Proposals, the Proposal Evaluation Committee will utilize a 1,000-point scale based on the responses provided on the Proposal Questionnaire organized under the following criteria:

- Financial Condition and Performance History
- Relevant Experience and Qualifications
- Project Approach
- Labor Compliance
- Safety Record

Each criterion will be given a raw score between 150 and 200 based on the following methodology:

OFFEROR SCORE EVALUATION METHODOLOGY		
ASSESSMENT	DESCRIPTION	RAW SCORE RANGE
Excellent	Exceeds the required standard. Response answers the question with precision and relevance. Includes improvement through innovation/added value.	191 - 200
Good	Meets the standard required. Comprehensive response in terms of detail and relevance to the question.	181 – 190
Acceptable	Meets the standard in most aspects but fails in some areas. Acceptable level of detail, accuracy, and relevance.	171 – 180
Limited*	Fails the standard in most aspects, but meets some. Limited information / inadequate / only partially addresses the question.	161 – 170
Inadequate*	Significantly fails to meet the standard. Inadequate detail provided / questions not answered / answers not directly relevant to the question.	151 – 160
Unacceptable*	Completely fails to meet the standard. Response significantly deficient / no response.	150
*If a criterion for an Offeror is given a score of 160 or less by more than one member of the Proposal Evaluation Committee, that entire Proposal will be declared nonresponsive and not considered for selection.		

The raw score for each criterion will then be adjusted based on the following weighting factors:

- Financial Condition and Performance History – 20%
- Relevant Experience and Qualifications – 35%
- Project Approach – 20%
- Labor Compliance – 15%
- Safety Record – 10%

The weighted scores for each criterion will be added together and normalized to a 1,000 point scale. The average of the weighted, normalized scores determined by the members of the committee will be the Offeror's Qualification Points. The maximum Qualification Points for any Offeror is 1,000 points.

The committee will apply the non-price evaluation and complete its awarding of the non-price criteria points before opening the sealed envelope containing the Price Proposal.

The total Sample Project Price Proposal amount is then divided by the Offeror's average Qualification Points resulting in a unit of measurement indicating dollars per quality point (\$/QP), also known as the Best Value Score (BVS). The Offeror with the lowest BVS is the apparent lowest responsible Offeror.

Section 7.04 Selection

The Unified Government shall evaluate the Proposals of all Offerors in accordance with the instructions prescribed in this RFP and in accordance with the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, Chapter 29, Section 29-316.

The Proposals shall be evaluated and assigned points in accordance with the requirements of the RFP. After the evaluation process is complete, the Owner will notify Offerors of the relative rankings.

The successful responsive Offeror (lowest BVS) shall be awarded the contract. If the Unified Government determines that it is not in the best interest of the Unified Government to proceed with the project pursuant to the Proposal offered by the successful firm, the Unified Government shall reject all Proposals. If all Proposals are rejected, the Unified Government may solicit new Proposals using different design criteria, budget constraints or qualifications.

If the Unified Government determines (at its sole discretion) that the unit prices and total price included in a Proposal are unacceptably below industry norms, that a Offeror's unit prices are substantially or unacceptably below other Proposals, or that a Offeror's unit prices are unbalanced or irregular (i.e., unit prices are skewed in a manner to artificially present a lower price for the Sample Project to take advantage of the cost evaluation), the Unified Government may (at its sole discretion) declare that Proposal to be nonresponsive or seek additional detailed information from that Offeror concerning the cost basis for its Price Proposal prior to rendering a decision on the Offeror's responsiveness.

**INSPECTION, PREVENTIVE
MAINTENANCE, AND CORRECTIVE
MAINTENANCE
PROPOSAL QUESTIONNAIRE**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS
INSPECTION, PREVENTIVE MAINTENANCE, AND CORRECTIVE
MAINTENANCE PROPOSAL QUESTIONNAIRE

The OFFEROR shall enter in the spaces provided the information requested below and shall submit this Proposal Questionnaire with its Proposal.

1. Full legal name of your organization: _____
Mailing Address: _____
Project Office Address (if different than Mailing Address): _____
Contact Person Name: _____
Contact Person Phone Number and Email Address: _____

2. This Proposal Questionnaire has been prepared for (*circle as applicable*):

Air Compressors	Backflow Preventers	Cranes & Hoists	Elevators
Generators	HVAC Equipment	Roofs	Wet Wells and Tanks
Centrifuges	Samplers	Transformers	UV Disinfection Systems

FINANCIAL CONDITION AND PERFORMANCE HISTORY

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 20%

3. Identify the Offeror's preferred credit rating agency and identification information. (Identify rating agency, such as Dun and Bradstreet or Equifax, and insert the organization's identification number or other method of searching your organization's credit rating with such agency.)
Credit Rating Agency: _____
Identification Number: _____
4. What is the name of your Insurance Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?
Insurance Company Name: _____
Agent's Name: _____
Agent's Address: _____
Agent's Phone Number: _____

5. What is the name of your Surety Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?

Surety Company Name: _____

Agent's Name: _____

Agent's Address: _____

Agent's Phone Number: _____

6. What is your total bonding capacity? _____

7. What is your available bonding capacity as of the date of this Proposal Questionnaire? _____

8. List and briefly describe any pending or past (within ten years) legal proceedings and judgments that the Offeror was a party that involved litigation of any type or had a claim in an amount over \$10,000. Also, indicate how any contingent liability may affect the financial position or ability to perform contractual commitments to the Owner. If none, so state.

9. Has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

YES NO (circle one)

10. In the last ten years, has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management: a) been convicted of, or indicted for, a business-related crime; b) had any business or professional license subjected to disciplinary action; or c) been penalized or fined by a state or federal environmental agency?

YES NO (*circle one*)

If so, describe the circumstances. _____

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Offeror's responsibility to: 1) describe in detail the unfavorable factor or event; and 2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Offeror's ability to perform its contractual commitments.

RELEVANT EXPERIENCE AND QUALIFICATIONS

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 25%

11. How many years has your organization been in business as a contractor under your present business name? _____
12. How many years experience in Air Compressors / Backflow Preventers / Cranes & Hoists / Elevators / Generators / HVAC Equipment / Roofs / Wet Wells and Tanks / Centrifuges / Samplers / Transformers / UV Disinfection Systems (*circle one*) equipment work has your organization had:
- a. As a general contractor? _____
- b. As a subcontractor? _____
13. What is the maintenance experience/qualifications of the key personnel from your organization who will be assigned to this project? Key personnel may include (if applicable), but not be limited to, the Project Manager, Construction Field Superintendent, and Construction Field Foreman.
- a. Project Manager's Name _____
Years with the Organization _____
Years of Maintenance Experience _____
Magnitude and Type of Work _____

Relevant Training _____

- b. Name _____
Proposed Position/Title _____
Years with the Organization _____
Years of Maintenance Experience _____
Magnitude and Type of Work _____

Relevant Training _____

- c. Name _____
Proposed Position/Title _____
Years with the Organization _____
Years of Maintenance Experience _____
Magnitude and Type of Work _____

Relevant Training _____

14. What Air Compressors / Backflow Preventers / Cranes & Hoists / Elevators / Generators / HVAC Equipment / Roofs / Wet Wells and Tanks / Centrifuges / Samplers / Transformers / UV Disinfection Systems (*circle one*) projects similar in scope to the proposed Work has your organization completed for the period of five years prior to the date of the current Proposal?

- a. Project Name and Location _____
Contract Amount _____
Year Completed _____
Approximate Percentage of Self-Performed Work _____
Name and Address of Owner _____

Owner Contact Name and Phone Number _____
Description of Work _____

Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project (e.g., work in wastewater, stormwater, and/or flood management facilities, etc.) _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

- _____
- b. Project Name _____
- Contract Amount _____
- Year Completed _____
- Approximate Percentage of Self-Performed Work _____
- Name and Address of Owner _____
- _____
- Owner Contact Name and Phone Number _____
- Description of Work _____
- _____
- Key Contractor Personnel (including Titles) _____
- _____
- Key Subcontractors and Their Project Role(s) _____
- _____
- Conditions Pertinent to Proposed Project (e.g., work in wastewater, stormwater, and/or flood management facilities, etc.) _____
- _____
- Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____
- _____
- c. Project Name _____
- Contract Amount _____
- Year Completed _____
- Approximate Percentage of Self-Performed Work _____
- Name and Address of Owner _____
- _____
- Owner Contact Name and Phone Number _____
- Description of Work _____
- _____
- Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project (e.g., work in wastewater, stormwater, and/or flood management facilities, etc.) _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

d. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

Owner Contact Name and Phone Number _____

Description of Work _____

Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project (e.g., work in , etc.) _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

e. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

Owner Contact Name and Phone Number _____

Description of Work _____

Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project (e.g., work in established residential neighborhoods, etc.) _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

PROJECT APPROACH

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 30%

15. Provide a brief narrative statement that illustrates the Offeror's understanding of the requirements of the project. _____

16. Provide a brief narrative statement that illustrates how the Offeror intends to manage the project to accomplish the work. _____

LABOR COMPLIANCE

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 5%

17. Within the past three years, has the Offeror been found in violation of any law applicable to its contracting business, including, but not limited to, antitrust, public contracting, employment discrimination, licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty, or have they settled any wage claims in the amount of \$5,000 or more?

YES NO (circle one)

If so, describe the circumstances. _____

18. Does your organization have a written drug and alcohol substance abuse policy?

YES NO (circle one)

COOPERATIVE PROCUREMENT

Proposal Evaluation Point Allocation: None. Offeror's responses will not affect award.

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipality, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Procurement and located within the Greater Kansas City Metropolitan Trade Area?

YES NO (circle one)

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any community-based partnership (CBP) or public-private partnership (PPP) contracted with the Unified Government to deliver public improvement projects within Wyandotte County, Kansas?

YES NO (circle one)

- All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council, CBP, or PPP to utilize this Contract.
- Sales will be made in accordance with the prices, terms, and conditions of the Contract Documents and any subsequent contract.
- There shall, however, be no obligation under the cooperative procurement agreement for any organization to utilize the Contract.
- All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- The Unified Government Purchasing Director is responsible for handling the solicitation and award of the contract. The Purchasing Director has authority to modify the contract and handle disputes regarding the substance of the contract.
- Each jurisdiction, CBP, or PPP that is a party to the joint Contract has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

SAFETY RECORD

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 20%

21. Does your organization have a written safety and health program?

YES NO (circle one)

22. Does your organization provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees which includes a course in construction safety and health approved by OSHA?

YES NO (circle one)

23. Have all employees proposed to perform Work for this contract completed a ten-hour OSHA construction safety program? (The Offeror must provide copies of employee OSHA cards to the Unified Government upon request.)

YES NO (circle one)

COOPERATIVE PROCUREMENT

Proposal Evaluation Point Allocation: None. Offeror's responses will not affect award.

These questions only need answered by the prime Contractor.

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipality, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Procurement and located within the Greater Kansas City Metropolitan Trade Area?

YES NO (circle one)

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any community-based partnership (CBP) or public-private partnership (PPP) contracted with the Unified Government to deliver public improvement projects within Wyandotte County, Kansas?

YES NO (circle one)

- All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council, CBP, or PPP to utilize this Contract.
- Sales will be made in accordance with the prices, terms, and conditions of the Contract Documents and any subsequent contract.
- There shall, however, be no obligation under the cooperative procurement agreement for any organization to utilize the Contract.
- All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- The Unified Government Purchasing Director is responsible for handling the solicitation and award of the contract. The Purchasing Director has authority to modify the contract and handle disputes regarding the substance of the contract.
- Each jurisdiction, CBP, or PPP that is a party to the joint Contract has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.
- The Offeror reserves the right to require, a) a minimum purchase order amount to ensure the Offeror can offset initial mobilization and operational costs, or b) reimbursement for additional mobilization costs for the initial setup and deployment of services.

SIGNATURE

The Offeror will comply with all provisions in the RFP, and if applicable, provide notice that the Offeror qualifies as a Unified Government bidder. Proposal Questionnaires must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in their Proposals may cause their Proposal to be determined to be non-responsive and the Proposal may be rejected.

Respectfully submitted,

By _____
Signature

Date

SEAL

Title

Offeror's form of business is:

Attest _____
(Corporations only)

_____ An INDIVIDUAL,
residing in the State of _____

Business Address

_____ A PARTNERSHIP,
organized in the State of _____

License Number (if applicable)

_____ A CORPORATION,
incorporated in the State of _____

**FACILITY REPAIRS
PROPOSAL QUESTIONNAIRE**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS

FACILITY REPAIR PROPOSAL QUESTIONNAIRE

The OFFEROR shall enter in the spaces provided the information requested below and shall submit this Proposal Questionnaire with its Proposal. A separate Proposal Questionnaire shall also be submitted for all proposed Subcontractors furnishing or performing Work having an estimated value in excess of 25 percent of the total proposal price.

1. Full legal name of your organization: _____
Mailing Address: _____
Project Office Address (if different than Mailing Address): _____
Contact Person Name: _____
Contact Person Phone Number and Email Address: _____
2. This Proposal Questionnaire has been prepared by (*circle one*):
Prime Contractor
Subcontractor (other)

FINANCIAL CONDITION AND PERFORMANCE HISTORY

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 20%

3. Identify the Offeror's preferred credit rating agency and identification information. (Identify rating agency, such as Dun and Bradstreet or Equifax, and insert the organization's identification number or other method of searching your organization's credit rating with such agency.)
Credit Rating Agency: _____
Identification Number: _____
4. What is the name of your Insurance Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?
Insurance Company Name: _____
Agent's Name: _____
Agent's Address: _____
Agent's Phone Number: _____

5. What is the name of your Surety Company, along with the name, address, and phone number of the agent you expect to use in the event this contract is awarded to you?
Surety Company Name: _____
Agent's Name: _____
Agent's Address: _____
Agent's Phone Number: _____
6. What is your total bonding capacity? _____
7. What is your available bonding capacity as of the date of this Proposal Questionnaire? _____
8. Have you ever failed to complete any work awarded to you?
YES NO (*circle one*)
If so, where and why? _____

9. Have you been assessed liquidated or delay damages by any project owner or engineer within the last 5 years? _____
If so, where and why? _____

10. List and briefly describe any pending or past (within ten years) legal proceedings and judgments that the Offeror was a party that involved litigation of any type or had a claim in an amount over \$10,000. Also, indicate how any contingent liability may affect the financial position or ability to perform contractual commitments to the Owner. If none, so state.

11. Has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?
YES NO (*circle one*)

12. In the last ten years, has the Offeror, its parent, or a subsidiary, affiliate, or other entity having common ownership or management: a) been convicted of, or indicted for, a business-related crime; b) had any business or professional license subjected to disciplinary action; or c) been penalized or fined by a state or federal environmental agency?

YES NO (*circle one*)

If so, describe the circumstances. _____

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Offeror's responsibility to: 1) describe in detail the unfavorable factor or event; and 2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Offeror's ability to perform its contractual commitments.

RELEVANT EXPERIENCE AND QUALIFICATIONS

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 25%

13. How many years has your organization been in business as a general contractor under your present business name? _____
14. How many years' experience in general contracting work (mechanical, electrical, structural, and/or civil) has your organization had:
- a. As a general contractor? _____
- b. As a subcontractor? _____
15. What is the contracting experience/qualifications of the key personnel from your organization who will be assigned to this project? Key personnel should include (if applicable), but not be limited to, the Project Manager, Project Engineer, Construction Field Superintendent, and Construction Field Foreman.
- a. Project Manager's Name _____
- Years with the Organization _____
- Years of Construction Experience _____
- Magnitude and Type of Work _____
- _____
- _____
- Relevant Training _____
- _____
- b. Name _____
- Proposed Position/Title _____
- Years with the Organization _____
- Years of Construction Experience _____
- Magnitude and Type of Work _____
- _____
- _____
- Relevant Training _____
- _____

c. Name _____
Proposed Position/Title _____
Years with the Organization _____
Years of Construction Experience _____
Magnitude and Type of Work _____

Relevant Training _____

d. Name _____
Proposed Position/Title _____
Years with the Organization _____
Years of Construction Experience _____
Magnitude and Type of Work _____

Relevant Training _____

e. Name _____
Proposed Position/Title _____
Years with the Organization _____
Years of Construction Experience _____
Magnitude and Type of Work _____

Relevant Training _____

16. What mechanical, electrical, structural, civil, and SCADA construction projects similar in scope to the proposed Work has your organization completed for the period of five years prior to the date of the current Proposal? *Similar in scope to the proposed Work* is considered to be the work described in the Sample Project or other relevant experience.

a. Project Name and Location _____
Contract Amount _____
Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

Owner Contact Name and Phone Number _____

Name and Address of Design Engineer _____

Design Engineer Contact Name and Phone Number _____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

b. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

Owner Contact Name and Phone Number _____

Name and Address of Design Engineer _____

Design Engineer Contact Name and Phone Number _____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

c. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

Owner Contact Name and Phone Number _____

Name and Address of Design Engineer _____

Design Engineer Contact Name and Phone Number _____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

d. Project Name _____

Contract Amount _____

Year Completed _____

Approximate Percentage of Self-Performed Work _____

Name and Address of Owner _____

Owner Contact Name and Phone Number _____

Name and Address of Design Engineer _____

Design Engineer Contact Name and Phone Number _____

Project Delivery Method, if Other than Design-Bid-Build _____

Description of Work _____

Key Contractor Personnel (including Titles) _____

Key Subcontractors and Their Project Role(s) _____

Conditions Pertinent to Proposed Project _____

Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

- e. Project Name _____
- Contract Amount _____
- Year Completed _____
- Approximate Percentage of Self-Performed Work _____
- Name and Address of Owner _____
- Owner Contact Name and Phone Number _____
- Name and Address of Design Engineer _____
- Design Engineer Contact Name and Phone Number _____
- Project Delivery Method, if Other than Design-Bid-Build _____
- Description of Work _____
- Key Contractor Personnel (including Titles) _____
- Key Subcontractors and Their Project Role(s) _____
- Conditions Pertinent to Proposed Project _____
- Disputes, Delays, and Claims (provide detailed explanations of the issues involved and the resolution of each) _____

Value Engineering/Cost Savings/Schedule Savings Recommended by Offeror and Implemented on the Project _____

17. What projects similar in scope to the sample project are now in process of construction by your organization that were not listed in the previous Question?

a. Project Name _____
Contract Amount _____
Approximate Percent Complete _____
Scheduled Completion Date _____
Approximate Percentage of Self-Performed Work _____
Name and Address of Owner _____

Project Delivery Method, if Other than Design-Bid-Build _____
Description of Work _____

b. Project Name _____
Contract Amount _____
Approximate Percent Complete _____
Scheduled Completion Date _____
Approximate Percentage of Self-Performed Work _____
Name and Address of Owner _____

Project Delivery Method, if Other than Design-Bid-Build _____
Description of Work _____

- c. Project Name _____
- Contract Amount _____
- Approximate Percent Complete _____
- Scheduled Completion Date _____
- Approximate Percentage of Self-Performed Work _____
- Name and Address of Owner _____
- _____
- Project Delivery Method, if Other than Design-Bid-Build _____
- Description of Work _____
- _____
- _____

PROJECT APPROACH

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 30%

Questions 18 through 34 only need answered by the Prime Contractor.

18. Provide a brief narrative statement that illustrates the Offeror's understanding of the requirements of the sample project. _____

19. Provide a brief narrative statement that illustrates how the Offeror intends to manage the sample project (including subcontractors) to accomplish the work. _____

20. Provide a brief narrative description of the organization of the project team, including subcontractors. _____

21. Offeror agrees to utilize the subcontractors listed below.
- a. Only one subcontractor's name shall be listed for each item, and the named subcontractor shall be utilized on this project. If the Offeror elects to self-perform any of the tasks listed below, they shall identify themselves on the appropriate line. Substitutions will be permitted only if the named subcontractor does not meet the requirements of the Contract Documents, the subcontractor is unable to meet the requirements of the construction schedule, or the subcontractor is dilatory in complying with the requirements of the Contract Documents. Substitutions will be evaluated pursuant to the General Conditions.

Item	Subcontractor
1. Mechanical	
2. Electrical	
3. Structural	
4. Civil	
5. Instrumentation & Controls (I&C)	
6. Other _____	
7. Other _____	

22. The Work, if awarded to you, will have the personal supervision of whom, i.e., who will be assigned as the resident superintendent?

The resident superintendent shall not be replaced without written notice to the Owner and Engineer except under extraordinary circumstances.

23. Identify the individual(s) responsible and accountable for the following Work tasks:

Overall project management: _____

Mechanical: _____

Electrical: _____

Structural: _____

Civil: _____

I&C: _____

24. Identify the Work components critical to the sample project's success and how these components would be achieved. _____

25. Identify key risk factors identified for the successful completion of the sample project and proposed mitigation of each. _____

26. State the name and telephone number of a representative(s) of your organization who personally visited and inspected the sample project site(s) prior to submittal of this Proposal. _____

LABOR COMPLIANCE

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 5%

27. Within the past three years, has the Offeror been found in violation of any law applicable to its contracting business, including, but not limited to, antitrust, public contracting, employment discrimination, licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty, or have they settled any wage claims in the amount of \$5,000 or more?
YES NO (circle one)
If so, describe the circumstances. _____
28. Will the Offeror pay all employees on the project, at a minimum, the applicable wage and fringe benefit rates for the classification in which the worker is employed in accordance with rates established by federal, state, or local wage law?
YES NO (circle one)
29. Does your organization have a written drug and alcohol substance abuse policy?
YES NO (circle one)
30. Have all employees proposed to perform Work for this contract completed a two-hour Occupational Safety and Health Administration (OSHA) drug and alcohol awareness course?
YES NO (circle one)

SAFETY RECORD

Proposal Evaluation Raw Points Allocation: 150 (minimum) – 200 (maximum)

Proposal Evaluation Weighting Factor: 20%

31. Name of Offeror's Safety Officer: _____
32. Does your organization have a written safety and health program?
YES NO (circle one)
33. Does your organization provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees which includes a course in construction safety and health approved by OSHA?
YES NO (circle one)
34. Have all employees proposed to perform Work for this contract completed a ten-hour OSHA construction safety program? (The Offeror must provide copies of employee OSHA cards to the Unified Government upon request.)
YES NO (circle one)

COOPERATIVE PROCUREMENT

Proposal Evaluation Point Allocation: None. Offeror's responses will not affect award.

These questions only need answered by the prime Contractor.

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipality, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Procurement and located within the Greater Kansas City Metropolitan Trade Area?

YES NO (circle one)

If the Unified Government awarded you the proposed contract, would you sell under the prices and terms of this Contract to any community-based partnership (CBP) or public-private partnership (PPP) contracted with the Unified Government to deliver public improvement projects within Wyandotte County, Kansas?

YES NO (circle one)

- All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council, CBP, or PPP to utilize this Contract.
- Sales will be made in accordance with the prices, terms, and conditions of the Contract Documents and any subsequent contract.
- There shall, however, be no obligation under the cooperative procurement agreement for any organization to utilize the Contract.
- All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- The Unified Government Purchasing Director is responsible for handling the solicitation and award of the contract. The Purchasing Director has authority to modify the contract and handle disputes regarding the substance of the contract.
- Each jurisdiction, CBP, or PPP that is a party to the joint Contract has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.
- The Offeror reserves the right to require, a) a minimum purchase order amount to ensure the Offeror can offset initial mobilization and operational costs, or b) reimbursement for additional mobilization costs for the initial setup and deployment of services.

SIGNATURE

The Offeror will comply with all provisions in the RFP, and if applicable, provide notice that the Offeror qualifies as a Unified Government bidder. Proposal Questionnaires must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in their Proposals may cause their Proposal to be determined to be non-responsive and the Proposal may be rejected.

Respectfully submitted,

By _____
Signature

Date

SEAL

Title

Offeror's form of business is:

Attest _____
(Corporations only)

_____ An INDIVIDUAL,
residing in the State of _____

Business Address

_____ A PARTNERSHIP,
organized in the State of _____

License Number (if applicable)

_____ A CORPORATION,
incorporated in the State of _____

**INSPECTION, PREVENTIVE
MAINTENANCE, AND CORRECTIVE
MAINTENANCE
SCOPE OF WORK**

FACILITY LIST

FACILITY ID	FACILITY NAME	FACILITY ADDRESS
FPS-01	FLOOD PUMP STATION NO. 1	10 MARKET STREET
FPS-02	FLOOD PUMP STATION NO. 2	2400 STRONG AVENUE
FPS-10	FLOOD PUMP STATION NO. 10	9 SHAWNEE AVENUE
FPS-11	FLOOD PUMP STATION NO. 11	1137 SOUTH 5TH STREET
FPS-12	FLOOD PUMP STATION NO. 12	1197 SOUTH MILL STREET
FPS-13	FLOOD PUMP STATION NO. 13	1171 SOUTH 12TH STREET
FPS-14	FLOOD PUMP STATION NO. 14	2105 OSAGE AVENUE
FPS-16	FLOOD PUMP STATION NO. 16	295 CENTRAL AVENUE
FPS-17	FLOOD PUMP STATION NO. 17	1717 STRONG AVENUE
PS-01	PUMP STATION NO. 1	300 NORTH 4TH STREET
PS-02	PUMP STATION NO. 2	300 NORTH JAMES STREET
PS-03	PUMP STATION NO. 3	1520 NORTH 2ND STREET
PS-04	PUMP STATION NO. 4	3770 FAIRBANKS AVENUE
PS-05	PUMP STATION NO. 5	5091 KANSAS AVENUE
PS-06	PUMP STATION NO. 6	8260 KAW DRIVE
PS-07	PUMP STATION NO. 7	5611 KAW DRIVE
PS-09	PUMP STATION NO. 9	800 NORTH 41ST STREET
PS-16	PUMP STATION NO. 16	11800 POLFER ROAD
PS-18	PUMP STATION NO. 18	5830 INLAND DRIVE
PS-40	PUMP STATION NO. 40	625 METROPOLITAN AVENUE
PS-41	PUMP STATION NO. 41	3252 NORTH 91ST STREET
PS-44	PUMP STATION NO. 44	9920 WOODEND ROAD
PS-45	PUMP STATION NO. 45	401 NORTH 57TH STREET
PS-51	PUMP STATION NO. 51	3401 FAIRFAX TRAFFICWAY
PS-64	PUMP STATION NO. 64	11740 STATE AVENUE
PS-65	PUMP STATION NO. 65	12898 STATE AVENUE
PS-66	PUMP STATION NO. 66	11051 HOLLINGSWORTH ROAD
PS-67	PUMP STATION NO. 67	3306 NORTH 128TH STREET
PS-70	PUMP STATION NO. 70	5425 NORTH 99TH STREET
PS-78	PUMP STATION NO. 78	12708 HUBBARD ROAD

On-Call Facility Maintenance

FACILITY ID	FACILITY NAME	FACILITY ADDRESS
PS-86	PUMP STATION NO. 86	13701 LEAVENWORTH ROAD
PS-89	PUMP STATION NO. 89	10421 DONAHOO ROAD
TP-01	TREATMENT PLANT NO. 1	50 MARKET STREET
TP-03	TREATMENT PLANT NO. 3	4500 BRENNER DRIVE
TP-05	TREATMENT PLANT NO. 5	9404 MAIN STREET
TP-14	TREATMENT PLANT NO. 14	7112 HOLLIDAY DRIVE
TP-20	TREATMENT PLANT NO. 20	2443 S 88TH STREET

AIR COMPRESSORS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for ten (10) air compressors owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in air compressor maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

Equipment Locations & Descriptions

Address	Location	Manufacturer	Model	Serial Number
50 Market Street	TP-01 Admin Building	Champion	HR10-12	292550
	TP-01 Digester	Gardner Denver	EJBRGB-BBBAB9B	M51818
	TP-01 O2 Building	Gardner Denver	Unknown	Unknown
	TP-01 O2 Building	Gardner Denver	EJBRGB-BBCAB9C	M56906
	TP-01 O2 Building	Ingersoll Rand	SSR-UP6-30-125	CBV380388
	TP-01 Secondary Building	Gardner Denver	AVLRLB-A15035A	A15035
2443 S 88th Street	TP-20 Admin Building	Quincy	350 -18	105477L

Inspection, Preventative Maintenance, and Corrective Maintenance
Air Compressor Scope of Work

On-Call Facility Maintenance

Address	Location	Manufacturer	Model	Serial Number
2443 S 88th Street	TP-20 Final Solids	Gardner Denver	R70, 20HP, Simplex	R70A17721
	TP-20 H & O Building	Emqlo	GU (2LC3C-80)	B010998196 (012688105)
	TP-20 Pump & Blower Building	Ingersoll Rand	2340L5-V (2340)	CBV380324 (NAR10174944)

Scope of Work

The contractor shall perform the following services on an as-requested basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

- Complete preventative maintenance tasks:
 - Check overall cleanliness of equipment. Wipe down with degreaser if needed.
 - Remove any articles lying near compressor which may cause fire hazard and/or chemical hazard etc.
 - Replace suction air filter.
 - Clean filter housing inside and out.
 - Drain condensate from the oil collector.
 - Check the quality and quantity of oil. Top off oil, if oil level is low.
 - Replace the crankcase oil and filter.
 - Replace the oil separator if oil is coming out with air.
 - Check electrical connections and tighten.
 - Replace belt.
 - Check overall functionality of electrical and instrument parts of components.
 - Replace desiccant if air quality is not found adequate.
 - Replace moisture separator element.
 - Check the refrigerant pressure of refrigerant-type moisture separators and add refrigerant and/or oil.
 - Observe the operation of compressor. Note any anomalies.
 - Check control panel parameters and/or diagnostics.
 - Check for leakages of oil and air and repair leaks.
 - Check for any abnormal sound and fault indications.
 - Check the integrity and operation of Dryer Unit including logic circuit.
 - Record running parameters and note vibration level of compressors onto data sheets provided by UG staff.

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

BACKFLOW PREVENTERS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for fifty-two (52) backflow preventers owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in backflow preventer maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services. This shall include certification required based on ANSI standards and KDHE.

Equipment Locations & Descriptions

Address	Location	Make	Model	Serial Number
2400 Strong Ave	FPS-02	Watts	Unknown	Unknown
	FPS-02	Watts	RPZ	Unknown
9 Shawnee Ave	FPS-10	Watts	009M2QT	243904
1137 S 5 th St	FPS-11	Watts	909QT	624640
1171 S 12 th St	FPS-13	Watts	009-M2QT	251653
295 Central Ave	FPS-16	Watts	Unknown	Unknown
314 Central Ave	PS-01	Watts	Unknown	Unknown
300 N James St	PS-02	Watts	909 MI	324081
1520 N 2 nd St	PS-03	Watts	Unknown	Unknown

On-Call Facility Maintenance

Address	Location	Make	Model	Serial Number
8260 Kaw Dr	PS-06	Watts	Unknown	Unknown
5830 Inland Dr	PS-18	Watts	123201	Unknown
3252 N 91 st St	PS-41	Watts	Unknown	Unknown
9920 Woodend Rd	PS-44	Watts	009	Unknown
401 N 57 th St	PS-45	Watts	Unknown	Unknown
11740 State Ave	PS-64	Wilkins	Unknown	Unknown
12898 State Ave	PS-65	Watts	Unknown	Unknown
11051 Hollingsworth Rd	PS-66	Febco	860	H16022
3306 N 128 th St	PS-67	Wilkins	975XL	1753697
13701 Leavenworth Rd	PS-86	Unknown	Unknown	Unknown
10421 Donahoo Road	PS-89	Watts	Unknown	Unknown
	PS-89	Watts	Unknown	Unknown
	PS-89	Watts	Unknown	Unknown
50 Market St	TP-01 Admin Building	Unknown	Unknown	Unknown
	TP-01 Admin Building	Watts	Unknown	Unknown
	TP-01 Admin Building	Watts	Unknown	LF007QT
	TP-01 Admin Building	Unknown	Unknown	Unknown
	TP-01 Admin Building	Watts	Unknown	Unknown
	TP-01 Biosolids Dewatering	Unknown	Unknown	Unknown
	TP-01 Digester	Watts	Unknown	Unknown
	TP-01 Digester	Watts	Unknown	Unknown
	TP-01 Digester	Febco	Unknown	Unknown
	TP-01 Final Solids Building	Watts	Unknown	Unknown
	TP-01 Final Solids Building	Watts	Unknown	Unknown
	TP-01 Kaw Point Treatment Plant	Conbraco	Unknown	H3880

Inspection, Preventative Maintenance, and Corrective Maintenance
Backflow Preventer Scope of Work

On-Call Facility Maintenance

Address	Location	Make	Model	Serial Number
50 Market St	TP-01 Kaw Point Treatment Plant	Febco	Unknown	805Y
	TP-01 Kaw Point Treatment Plant	Watts	Unknown	007
	TP-01 Kaw Point Treatment Plant	Watts	WATTS	009
	TP-01 Kaw Point Treatment Plant	Febco	FEBCO	825Y
	TP-01 Kaw Point Treatment Plant	Watts	Watts	007
	TP-01 Primary	Watts	Unknown	009 M2 QT
	TP-01 Primary	Hersey	Hersey/Grinnell	6CM
	TP-01 Primary	Hersey	HERSEY GRINNELL	6CM
9404 Main St	TP-05 Admin Building	Watts	Unknown	LF909 M101
7112 Holliday Dr	TP-14 Treatment Plant	Watts	CASH ACME	RP 100
	TP-14 Treatment Plant	Watts	Unknown	009
2443 S 88th St	TP-20 Final Solids	Unknown	Unknown	Unknown
	TP-20 Final Solids	Watts	Unknown	Unknown
	TP-20 Final Solids	Watts	Unknown	Unknown
	TP-20 H & O Building	Unknown	Unknown	Unknown
	TP-20 Pump & Blower Building	Watts	Unknown	Unknown
	TP-20 Pump & Blower Building	Watts	Unknown	Unknown
	TP-20 Treatment Plant	Febco	FEBCO	825YD

Scope of Work

The contractor shall perform the following services on an as-requested basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

- Inspect and service each backflow prevention assembly check valve one at a time.
- Remove each check valve from the assembly.
- Inspect the seal ring for acute and/or embedded debris. (If the reverse side of the seal is unused, the seal can be reversed and used temporarily until replacement is available.)
- Inspect check valve cavity and seating areas.
- Clean and inspect the inlet Y-strainer (if installed).
- Flush with potable water for a minimum of 10 minutes to remove debris.
- Reinsert each check valve.
- Attach a Pass/Fail certification collar to all tested backflow preventers. Attach the appropriate tag to the assembly. Mark the tag indicating test date, tester initials and certification number.

1. Repair/Rebuild

Once installed, the Contractor shall attach a Pass/Fail certification collar to all tested backflow preventers. Attach the appropriate tag to the assembly. Mark the tag indicating test date, tester initials and certification number.

2. Replacement

Once installed, the Contractor shall attach a Pass/Fail certification collar to all tested backflow preventers. Attach the appropriate tag to the assembly. Mark the tag indicating test date, tester initials and certification number.

Failed assemblies a) must be repaired, b) must be replaced or c) the connection between potable and non-potable system be eliminated within 30 days. The Contractor shall provide written notification and cost estimate to repair and/or replace defective backflow preventer ½" or larger. The Contractor shall perform repairs and use the respective rebuild kits as per the manufacturer's specifications only. If immediate threat to human health, the connection will be isolated and if required, a temporary bypass through a certified backflow prevention assembly will be installed.

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

CRANES AND HOISTS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for fifty-eight (58) cranes and hoists owned and operated by Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in backflow preventer maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services. This shall include all OSHA compliance and industry best practices.

Equipment Locations & Descriptions

Address	Location	Manufacturer	Load	Crane
50 Market St	TP-01 Admin Building	Chester	Unknown	Unknown
	TP-01 Admin Building	Kone Cranes	Unknown	Unknown
	TP-01 Admin Building	Quantum	Unknown	Unknown
	TP-01 Biosolids Dewatering	R & M	3 ton	Anchor
	TP-01 Maintenance Building	RAN	2 ton	Unknown
	TP-01 Maintenance Building	Round Superior	2 ton	Unknown
	TP-01 Maintenance Building	Kone	2 ton	Unknown
	TP-01 O2 Building	Chester	1 ton	Unknown
	TP-01 Primary	Shaw-Box	1/2 ton	No crane
	TP-01 Primary	Shaw-Box	Unknown	Unknown
	TP-01 Secondary Building	ROSS	2 ton	Tiger Track
	TP-01 Secondary Building	R & M	3 ton	Unknown

Inspection, Preventative Maintenance, and Corrective Maintenance
Crane and Hoist Scope of Work

On-Call Facility Maintenance

Address	Location	Manufacturer	Load	Crane
50 Market St	TP-01 Secondary Building	R & M	1 ton	UESCO
	TP-01 Secondary Building	R & M	1 ton	UESCO
	TP-01 UV Building	ACCO Wright	1/2 ton	Unknown
	TP-01 UV Building	ACCO Wright	1/2 ton	Unknown
	TP-01 UV Building	Louden	Unknown	Unknown
7112 Holliday Dr	TP-14 Clarifier Hut	Duffy Lynx	Unknown	Unknown
2443 S 88th St	TP-20 Final Solids	Budgit	Unknown	Unknown
	TP-20 Final Solids	CM	3 ton	Progressive
	TP-20 H & O Building	Budgit	1 ton	Unknown
	TP-20 H & O Building	Yale	Unknown	Unknown
	TP-20 H & O Building	Unknown	Unknown	Unknown
	TP-20 H & O Building	Unknown	Unknown	Unknown
	TP-20 Pump & Blower Building	Budgit	3 ton	Progressive
	TP-20 UV Basin	Chester	1 ton	Unknown
	TP-20 UV Basin	Thern	Unknown	Unknown
	TP-20 UV Basin	Thern	Unknown	Unknown
9 Shawnee Ave	FPS-01	Coffing	Unknown	Unknown
9 Shawnee Ave	FPS-10	Dresser	Unknown	Unknown
	FPS-10	BUDGIT	Unknown	Unknown
1137 S 5th St	FPS-11	BUDGIT	3 ton	Loadlifter
2105 Osage Ave	FPS-14	Philadelphia	3 ton	Unknown
314 Central Ave	PS-01	BUDGIT	4 ton	Unknown
	PS-01	Philadelphia	3 ton	Unknown
	PS-01	3M	Unknown	Unknown
300 N James St	PS-02	CM	Unknown	Unknown
	PS-02	Harrington	2 ton	Unknown
1520 N 2nd St	PS-03	Yale hoists	Unknown	Accent
	PS-03	CM	Unknown	Unknown

Inspection, Preventative Maintenance, and Corrective Maintenance
Crane and Hoist Scope of Work

On-Call Facility Maintenance

Address	Location	Manufacturer	Load	Crane
3770 Fairbanks Ave	PS-04	CM Loadstar	Unknown	Unknown
5091 Kansas Ave	PS-05	CM Loadstar	Unknown	Gorbel
8260 Kaw Dr	PS-06	Yale hoists	Unknown	Unknown
	PS-06	ACCO Wright	3 ton	Handling Systems
800 N 41st St	PS-09	Yale	1/2 ton	Unknown
	PS-09	Budgit	10 ton	Loadlifter
5830 Inland Dr	PS-18	Unknown	Unknown	Unknown
	PS-18	Crane America Services	Unknown	Unknown
3252 N 91st St	PS-41	ACCO Wright	3 ton	Unknown
	PS-41	Gorbel	Unknown	Unknown
	PS-41	Gorbel	Unknown	Unknown
9920 Woodend Rd	PS-44	Abell-Howe	Unknown	Unknown
3401 Fairfax Trwy	PS-51	Coffing	Unknown	Unknown
13701 Leavenworth Rd	PS-86	Unknown	Unknown	Unknown
10421 Donahoo Rd	PS-89	Thern	Unknown	Unknown
	PS-89	Yale	2 ton	Abell-Howe
	PS-89	Yale	2 ton	Abell-Howe
	PS-89	Yale	2 ton	Unknown

Scope of Work

The contractor shall perform the following services on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

- Inspect each crane or hoist in compliance with OSHA 1910.179 and ASME B30 standards.
- Prepare a report based on the results of the inspections which include the following items:
 - Maintenance records review
 - Safety items
 - Electrical components
 - Rail alignment and support
 - Wire rope conditions
 - Drives and gear boxes
- Recommend repairs resulting from these inspections, if any, and document findings.

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

ELEVATORS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for nine (9) elevators owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in crane and hoist maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

Equipment Locations & Descriptions

Address	Location	Make	Model
50 Market Street	TP-01 Admin Building	Montgomery Elevator Co	CP40541
314 Central Avenue	PS-01	Barnes Co. Inc.	Unknown
300 N James Street	PS-02	Barnes Co. Inc.	Unknown
1520 N 2 nd Street	PS-03	Barnes Co. Inc.	Unknown
8260 Kaw Drive	PS-06	Ecodyne	Unknown
625 Metropolitan Avenue	PS-40	Smith & Loveless Inc.	Unknown
3252 N 91 st St	PS-41	Inclinator	Unknown
3401 Fairfax Trafficway	PS-51	Usemc	Unknown
10421 Donahoo Road	PS-89	Usemc	Unknown

Scope of Work

The contractor shall perform the following services on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

- Examine all safety devices, governors, and conduct all annual, no-load, and full-load test and certifications in accordance with the ANSI/ASME 17.1, latest edition.
- Inspect each elevator:
 - Ride each elevator as part of the evaluation.
 - Check and replace all burned out indicator lights.
 - Check for proper leveling.
 - Check the operation of elevator phone or emergency call button, if applicable.
 - Note any unusual elevator operation, including but not limited to: cab and landing door operation, speed, vibration, etc.
 - Inspect wire rope, pulleys, motors, etc. for wear or damage. Observe while in operation.
 - Inspect hydraulics. Check for leaks and confirm proper fluid levels. Observe while in operation.
 - Check electrical power supply to elevator equipment. Inspect for any signs of fatigue or overheating.
 - Check elevator diagnostics for error codes.
 - Check elevator pits for proper drainage and/or debris.
 - Inspect elevator shaft ventilation relief grilles, louvers, and bird screen. Clean these components.
 - Confirm proper operation of heating, ventilation and/or air conditioning system serving elevator equipment room. Verify proper drainage of condensate from air conditioning systems. Clean coils and replace filters as needed.

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

GENERATORS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for seven (7) generators owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in generator maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services. This includes mechanical contractor licenses, OSHA compliance, and industry best practices.

Equipment Locations & Descriptions

Address	Location	Make	Model	Serial Number
9404 Main St	TP-06 Headworks	MTU	Unknown	12V2000 DS750
2400 Strong Ave	FPS-02	Caterpillar	C-18	Unknown
1197 S Mill St	FPS-12	Caterpillar	C-18	Unknown
11800 Polfer Rd	PS-16	Eaton	Unknown	Unknown
5425 N 99th St	PS-70	MTU	Unknown	10V1600 DS 450
12708 Hubbard Rd	PS-78	Cummins	Unknown	Unknown
13701 Leavenworth Rd	PS-86	American Standard	Unknown	Unknown

Scope of Work

The contractor shall perform the following services on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

- Visually inspect the unit including oil level and fluids check.
- Change engine oil and filter.
- Replace air and fuel filters per recommended manufacturer maintenance schedule.
- Replace spark plugs per recommended manufacturer maintenance schedule.
- Check battery, connection, and charging system.
- Replace belts.
- Check and lubricate engine linkages and adjust as necessary.
- Check exhaust system for leaks or excessive corrosion. Verify rain cap is operational and that any drains are working properly.
- Check block heaters for proper operation.
- Check engine fuel system lines and tanks for signs of leakage.
- Check voltage and frequency produced by generator and adjust to proper settings.
- Check generator event log for system operation errors.
- Upgrade of controller firmware to latest version.
- Check operation of transfer switch.
- Operate generator under load for at least ten (10) minutes and check voltage and frequency.
- Clean air inlets and outlets (serving generator directly or indirectly in the room) of debris.
- Provide report of any condition that may require additional services that does not fall under the agreement and/or manufacturer's warranty.
- Additional services for liquid cooled units include the following:
 - Check engine coolant level and confirm proper temperature protection. Replace coolant.
 - Inspect and verify operation of the coolant heater.
 - Inspect radiator and cooling systems for any leaks.

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

HVAC EQUIPMENT

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for HVAC equipment located at six (6) sites owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in air compressor maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

Equipment Locations & Descriptions

Address	Location	Make	Model	Serial Number
50 Market St	TP-01 Admin Building	McQuay International	OAH017GDAC	FBOU060600131
	TP-01 Admin Building	Temtrol	BZ-27SX	10513
	TP-01 Admin Building	Trane	CGAFC504AKA1000DE0000N000000000	C05G06285
	TP-01 Admin Building	York	D1EB018A06A	NLEM126335
	TP-01 Admin Building	York	YCAL0022EE46XE BSDTXAXXR LXXXX44XX1XXX XXXXSXXXBX X7XXBXXNXXXXXX X	11551C96808890

Inspection, Preventative Maintenance, and Corrective Maintenance
HVAC Equipment Scope of Work

On-Call Facility Maintenance

50 Market St	TP-01 Biosolids Dewatering	Carrier	38AUDB12A0M6A0A0A0	1716C90171
	TP-01 Construction Building	Lennox	C33-49C-2F-6	6011E27332
	TP-01 O2 Basin	Carrier	40RM-024--B600HC	3099F36445
	TP-01 Primary	Carrier	Unknown	1316P50986
	TP-01 Secondary Building	York	ZYG08E4B3AA1A111A4	N2E3675603
	TP-01 Sewer Maintenance Building	Lennox	CBA25UH-060-230-02	1523B57033
	TP-01 Sewer Maintenance Building	Lennox	ELA090S4D-1Y	5621A01121
9404 Main St	TP-05 Admin Building	York	Unknown	Unknown
	TP-05 Admin Building	York	Unknown	Unknown
2443 S 88th St	TP-20 Admin Building	AAON Coil Products	V3-CLB-3-0-142B-3FS	201401-CJEC01855
	TP-20 H&O Building	Lennox	Unknown	Unknown
	TP-20 H&O Building	Lennox	CBX32M-048-460-6-05	1613E19528
3252 N 91st St	PS-41	Ameristar Heating and Cooling	M4AH3030B1000A A	132810484M
402 N 57th St	PS-45	Pentair	CR430B26GC24	16D14855-25-A
10421 Donahoo Rd	PS-89	American Standard	300 HEF	299SG99572-00/0000701

Scope of Work

The contractor shall perform the following services on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

- Complete preventative maintenance tasks:
 - Check overall cleanliness of equipment.
 - Check overall condition of outdoor equipment.
 - Clean condensing coils.
 - Verify proper operation of fans while operating.
 - Check condensing unit compressors for any abnormal vibration.
 - Inspect rooftop units and air handling units (indoor and outdoor).
 - Inspect metal screens and clean as needed.
 - Inspect filters and replace as needed.
 - Inspect evaporator coils and drain pans and clean as needed.
 - Test condensate drain lines for proper flow and clean as needed.
 - Inspect inside of units. Check for signs of moisture, debris, mold, condition of insulation, etc. Clean as needed.
 - Verify proper operation of dampers and linkages. Lube as needed for smooth operation.
 - Inspect furnaces and boilers
 - Inspect fuel supplies. Check for leaks and repair as needed.
 - Verify venting of natural gas regulators is in proper working order.
 - Confirm proper operation of pilot light.
 - Inspect flame for proper color, distribution, etc.
 - Inspect heat exchangers. Check for leaks or signs of cracking or metal fatigue. Vacuum out debris, cobwebs, etc.
 - Verify proper water level in boiler.
 - Check diagnostics for error messages.
 - Check controls. Verify units operate properly at setpoints.
 - Perform and check any additional items as recommended by manufacturer.
 - Remove the articles lying near compressor which may cause fire hazard or/ and chemical hazard etc.
 - Replace suction air filter.
 - Drain condensate from the oil collector.
 - Cleaning of filtering panel.
 - Cleaning of system from inside and panel maintenance, if applicable.
 - Checking the quality and quantity of oil. Top up of oil, if oil level is low.
 - Replace the oil, if the oil quality is not good.
 - Check the condition of oil filter. Replace the oil filters if required.
 - Replace oil separator if oil is coming along with air.
 - Tightening of all electrical power connections.
 - Replace V-belt.
 - Checking and re-setting of belt tension.
 - Checking the functionality of electrical and instrument parts of components.
 - Replace moisture separator element, if required.

On-Call Facility Maintenance

- Check the refrigerant pressure of refrigerant type moisture separator and fill it if required.
- Observe the operation of compressor.
- Checking of control panel parameters.
- Checking the condition of filters of running compressors.
- Check for leakages of oil and air. Attend the leak, if any.
- Checking of any abnormal sound and fault indications.
- Checking integrity and operation of Dryer Unit including logic circuit.
- Recording of various running parameters and vibration of compressors and noting down in data sheets and check it from maintenance supervisor. (Condition of components and decision of replacement shall be taken with consultation of Concern Engineer/Supervisor. Decision of Concern Department Engineer/Supervisor is binding.)

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

ROOFS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for forty-five (45) building roofs for facilities owned by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in roof repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

Equipment Location & Descriptions



Inspection, Preventative Maintenance, and Corrective Maintenance
Roof Scope of Work

On-Call Facility Maintenance

Address	Location	Roof Square Footage	Roof Type
1*	Primary Clarifier Complex - Control Room	5122	"Built-up" "Single ply, Fastened"
1A*	Primary Clarifier Complex - East Catwalk	981	"Built-up"
1B*	Primary Clarifier Complex - West Catwalk	847	"Built-up"
2*	Final Clarifier Complex (2 - High)	4149	"Built-up"
2A*	Final Clarifier Complex (2A - Slab)	3024	"Single ply, Fastened"
3*	UV Disinfection Building	3148	"Single ply, Fastened"
4*	Oxygen Production Building	5594	"Built-up"
6*	Gas Purification Building	780	"Built-up"
7*	Storage Building	3280	"Metal"
8*	Maintenance Building	1612	"Metal"
9*	Old Switchgear Building	889	"Built-up" "Metal"
10*	Administration & Maintenance Building	8594	"Single ply, Fastened"
10A*	Administration & Maintenance Building	8413	"Single ply, Fastened"
11*	Lab Building	3992	"Single ply, Fastened"
13*	Solids Processing Building	14594	"Built-up"
14A*	Operations & Maintenance Building	12160	"Metal"
14B*	Operations & Maintenance Building	6156	"Metal"
15*	Stairwell No. 1	200	"Single ply, Fastened"
16*	Stairwell No. 2	200	"Single ply, Fastened"
17*	Stairwell No. 3	200	"Single ply, Fastened"
18*	Grit Building	2173	"Built-up"

*** Locations indicated on map shown above at 50 Market St**

On-Call Facility Maintenance

Address	Location	Roof Square Footage	Roof Type
2443 S 88th St	TP-20 Administration Building	2400	Unknown
	TP-20 Pump and Blower Building	1800	Unknown
	TP-20 Headworks & Operations Building	1650	Unknown
	TP-20 Solids Processing Building	2150	Unknown
	Treatment Plant No. 20 - S. 88th Street (Off K-32)	1680	"Metal"
	New Switchgear	889	"Metal"
300 N 4th St	PS-01	2088	"Built-up"
300 N James St	PS-02	1156	"Built-up"
1520 N 2nd St	PS-03	1080	"Built-up"
8260 Kaw Dr	PS-06	1344	"Built-up"
5611 Kaw Dr	PS-07	600	"Metal"
5830 Inland Dr	PS-18	762	"Single ply, Fastened"
3252 N 91st St	PS-41	1292	"Sloped Shingle"
11740 State Ave	PS-64	293	"Modified Bitumen"
12898 State Ave	PS-65	293	"Modified Bitumen"
10421 Donahoo Rd	PS-89	800	"Single ply, Fastened"
10 Market St	FPS-01	460	"Single ply, Fastened"
2400 Strong Ave	FPS-02	600	"Metal"
9 Shawnee Ave	FPS-10	600	Unknown
1137 S 5th St	FPS-11	600	"Built-up"
1197 S Mill St	FPS-12	600	"Single ply, Fastened"
1171 S 12th St	FPS-13	600	"Metal"
2105 Osage Ave	FPS-14	600	"Built-up"
295 Central Ave	FPS-16	918	"Built-up"
1717 Strong Ave	FPS-17	600	"Metal"

Scope of Work

The contractor shall perform the following services on an as-requested basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

- Clean roof of all debris.
- Remove debris from all drains, gutters, etc.
- Inspect roof for damage.
- Prepare report based on results of inspections from for provided by UG staff.
- Recommend repairs resulting from these inspections, if any.

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

WET WELLS AND TANKS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for eighteen (18) wet well locations and one (1) tank location at facilities owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in sampler maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

Equipment Location & Descriptions

Address	Location	Address	Location
314 Central Ave	PS-01	10 Market St	FPS-01
300 N James St	PS-02	2400 Strong Ave	FPS-02
1520 N 2 nd St	PS-03	9 Shawnee Ave	FPS-10
8260 Kaw Dr	PS-06	1137 S 5 th St	FPS-11
3252 N 91 st St	PS-41	1198 S Mill St	FPS-12
10421 Donahoo Rd	PS-89	1171 S 12 th St	FPS-13
3401 Fairfax Trwy	PS-51	2105 Osage	FPS-14
5098 Douglas Ave	PS-57	11800 Polfer Rd	FPS-16
1717 Strong Ave	FPS-17	13701 Leavenworth Rd	PS-86
2443 S 88 th St	TP-20 (2 tanks)		

Scope of Work

The Contractor shall perform the following services on an as-requested basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended.

- Cleaning of the wet well or tank. The cleaning operation is to include the physical removal of all floating material, bottom sediment, grit, and materials that have collected on the walls of the wet wells or tanks.
- Flow through each wet well/tank must be maintained at all times during the cleaning operations, unless specifically authorized in advance by the Wastewater Assistant Superintendent.
- The removal and disposal of all material from the wet well/tank is the responsibility of the Contractor. The cost for this shall be included in the proposal price. No dumping or stock piling of these materials will be allowed at any of the pumping stations.
- The Contractor is fully responsible for compliance with all Federal, State and local laws, including but not limited to the OSHA confined Space Entry regulations.
- Existing control floats located in each wet well must be protected from damage by the contractor during their operations. These control floats must remain in operation throughout the cleaning process. Any damage done to said floats must be immediately repaired by the Contractor at his/her expense.

Each pump and tank location is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

CENTRIFUGES

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for four (4) centrifuges owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in centrifuge maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

Equipment Location & Descriptions

Address	Location	Manufacturer	Model	Serial Number
50 Market St	TP-01 Biosolids Dewatering Building	Flottweg	Decanter C5E-4/454	016-205-20
		Flottweg	Decanter C5E-4/454	016-206-20
		Flottweg	Decanter C5E-4/454	016-207-20
		Flottweg	Decanter C5E-4/454	016-208-20

Scope of Work

The contractor shall perform the following services on an annual basis. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

- Flush centrifuge through the feed pipe before shutting down. The flushing time and the type of cleaning fluid are product dependent. In most cases, the use of solids-free centrate will be adequate. Additional rinsing nozzles for cleaning the housing, the bowl exterior, and the scroll interior can be installed if requested.
- Lubricate system per manufacturer's O&M manual which can be found on the Flottweg website.
- No more than one unit can be down at one time during maintenance operations.

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

SAMPLERS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for six (6) samplers owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in sampler maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

Equipment Location & Descriptions

Address	Location	Manufacturer	Model	Serial Number
50 Market St	TP-01 Primary Clarifier Complex (Outdoors)	Teledyne	ISCO 5800	220E00018
	TP-01 UV Disinfection Building (Indoors)	Teledyne	ISCO 5800	220E00022
9404 Main St	TP-05 Headworks (Outdoors)	Hach	AS950 AWRS	211740501645
	TP-05 UV Disinfection Building (Indoors)	Hach	AS950 AWRS	211730019861
2443 S 88 th St	TP-20 Headworks (Indoors)	Teledyne	ISCO 5800	220D01742
	TP-20 UV Basin (Outdoors)	Teledyne	ISCO 5800	220D01741

Scope of Work

The contractor shall perform the following services per the manufacturer's manual. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

- Inspect the pump.
- Inspect the pump housing and rollers.
- Clean or replace the wetted parts (bottles, suction line, strainer, pump tube, and discharge tube).
- Clean the sampler.

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

TRANSFORMERS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for thirteen (13) transformers owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in transformer maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

Equipment Location & Descriptions

Address	Location	Manufacturer	Model	Serial Number
50 Market St	TP-01 Admin Building	Westinghouse	MPC Oil Filled	PCT 7562-01
	TP-01 Primary Clarifier Complex	Unknown	Unknown	Unknown
	TP-01 Primary Clarifier Complex	Unknown	Unknown	Unknown
	TP-01 O2 Building	Westinghouse	MPC Oil Filled	PCT 2850-0103
	TP-01 O2 Building	Westinghouse	MPC Oil Filled	PCT 2850-0102
	TP-01 Secondary Building	Westinghouse	MPC Oil Filled	PCT 2850-0101
	TP-01 Secondary Clarifier Complex	Westinghouse	MPC Oil Filled	PCT 7560-02
	TP-01 Secondary Clarifier Complex	Cutler-Hammer	Unknown	PDH-0991

Inspection, Preventative Maintenance, and Corrective Maintenance
Transformer Scope of Work

On-Call Facility Maintenance

Address	Location	Manufacturer	Model	Serial Number
50 Market St	TP-01 Secondary Clarifier Complex	Cutler-Hammer	Unknown	PDH-0979
	TP-01 Secondary Clarifier Complex	Westinghouse	MPC Oil Filled	PCT 7560-01
	TP-01 Final Solids Building	Gould – ABB Group	Unknown	Unknown
	TP-01 Biosolids Dewatering Building	Unknown	Unknown	Unknown
	TP-01 Digestor	Westinghouse	MPC Oil Filled	PCT 7651-01

Scope of Work

The contractor shall perform the following services at timeframes specified. The list of activities below is intended to serve as a summary of the required maintenance activities and is not intended to be inclusive of all work that is recommended by the manufacturer. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

Quarterly

- Bushings (clean them and replace if they have cracked)
- Oil in transformer (not just the levels this time. Quarterly you should check the dielectric strength and water content of the oil. The quality may need to be restored.)

Annually

- Oil in the diverter switch of OLTC
- Oil in the transformer (this time check the acidity resistivity, tan delta and sludge. It may need to be filtered or replaced entirely)
- Oil-filled condenser bushing
- Gasket joints (may need to be tightened to avoid uneven pressure)
- Cable boxes
- Relays alarm and other circuits
- Painting

Each facility is considered to be a locked, secure facility. Access will need to be arranged through the Wastewater Superintendent at least two (2) weeks in advance. All work must be scheduled during the normal Environmental Services Division working hours (Monday – Friday, 7:00 AM – 4:00 PM). Work outside of these hours must be approved in advance by the Wastewater Assistant Superintendent.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

UV DISINFECTION SYSTEMS

Executive Summary

The Unified Government of Wyandotte County and Kansas City, Kansas is seeking a Contractor to provide annual inspection, maintenance, and repair services for five (5) UV disinfection systems owned and operated by the Environmental Services Division.

The selected Contractor shall provide all management, tools, supplies, equipment, and labor necessary to perform the required services.

Work under this contract shall consist primarily of inspections, maintenance, and repairs. Bid prices for inspection shall be a fixed price as indicated on the bid proposal form. Bid prices for maintenance and repair shall be based on labor and materials pricing as described in this document.

Compliance Requirements

Licensing, Accreditation and Registration

The contractor shall use only skilled licensed and certified maintenance technicians who are fully experienced in UV disinfection system maintenance and repair. The Contractor shall provide copies of all certifications and licenses of designated personnel who will perform the identified duties and services.

Equipment Location & Descriptions

Address	Location	Manufacturer	Model	Serial Number
50 Market Street	TP-01 UV Building – Channel 1 Bank 1	TrojanUV	Trojan 3000 Plus	TL240913073001
	TP-01 UV Building – Channel 1 Bank 2	TrojanUV	Trojan 3000 Plus	TL240913665001
	TP-01 UV Building – Channel 2 Bank 1	TrojanUV	Trojan 3000 Plus	TL240913581001
	TP-01 UV Building – Channel 2 Bank 2	TrojanUV	Trojan 3000 Plus	TL240913695001
	TP-01 UV Building – Channel 3 Bank 1	TrojanUV	Trojan 3000 Plus	TL240913629001
	TP-01 UV Building – Channel 3 Bank 2	TrojanUV	Trojan 3000 Plus	TL240913723001
4500 Brenner Dr	TP-03 UV Dry Pit	TrojanUV	Trojan 3000PTP	UVM23601355
	TP-03 UV Dry Pit	TrojanUV	Trojan 3000PTP	UVM23601354

On-Call Facility Maintenance

Address	Location	Manufacturer	Model	Serial Number
9404 Main St	TP-05 UV Disinfection Building – Module 1A	TrojanUV	TrojanUV Sigma	System 810143
	TP-05 UV Disinfection Building – Module 1B	TrojanUV	TrojanUV Sigma	
	TP-05 UV Disinfection Building – Module 1C	TrojanUV	TrojanUV Sigma	
	TP-05 UV Disinfection Building – PDC Cabinet	TrojanUV	TrojanUV Sigma	
7112 Holliday Dr	TP-14 UV Dry Pit	TrojanUV	Trojan 3000 Plus	Unknown
	TP-14 UV Dry Pit	TrojanUV	Trojan 3000 Plus	Unknown
2443 S 88th St	TP-20 UV Dry Pit – Channel 1A	TrojanUV	Trojan 3000 Plus	TL220617724001
	TP-20 UV Dry Pit – Channel 1B	TrojanUV	Trojan 3000 Plus	TL220617684001
	TP-20 UV Dry Pit – Channel 3A	TrojanUV	Trojan 3000 Plus	TL220617781001
	TP-20 UV Dry Pit – Channel 3B	TrojanUV	Trojan 3000 Plus	TL220617545001

Scope of Work

The contractor shall perform services on an annual basis based on the manufacturer O&M manual. In performance of the work, the Contractor shall perform all maintenance activities as recommended by the manufacturer.

The condition of and the decision to replace components outside of the scope of work shall be determined at the discretion of the Owner's representative. An estimated repair cost must be prepared and submitted to the department representative in accordance with the terms of the contract. No repair work may begin without prior authorization from the department representative.

**INSPECTION, PREVENTIVE
MAINTENANCE, AND CORRECTIVE
MAINTENANCE
PRICE PROPOSAL**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS

**PRICE PROPOSAL - INSPECTION, PREVENTIVE
MAINTENANCE, AND CORRECTIVE MAINTENANCE**

To: The Unified Government of Wyandotte County/Kansas City, Kansas

Price Proposal of _____
(hereinafter called "Offeror") organized and existing under the laws of the State of

_____, doing business as _____

1. In compliance with the Request for Proposal, the undersigned Offeror hereby proposes to furnish all material, tools, labor and equipment and to perform all Work necessary to construct and complete the Project known as:

**Project Name: On-Call Wastewater, Stormwater, and Flood Management
Facility Maintenance**

Project ID: RFP R41383

in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

2. By submission of this Price Proposal, each Offeror certifies, and in the case of a joint Price Proposal each party thereto certifies, as to his own organization, that:
- A. The price submitted is independently arrived at without collusion.
 - B. The Offeror has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 (Ethics in Public Contracting) of the Procurement Code and in Chapter 12 of the Procurement Regulations.
 - C. The Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Regulations.
 - D. The Offeror represents that he has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3. Offeror acknowledges receipt of the following Amendment(s):

4. Offeror agrees to furnish all materials, labor, tools, equipment and perform all the Work described in the Contract Documents for the following prices:

(Listed on attached table)

Respectfully submitted,

By _____
Signature

Date

SEAL

Title

Offeror's form of business is:

Attest _____
(Corporations only)

_____ An INDIVIDUAL,
residing in the State of _____

Business Address

_____ A PARTNERSHIP,
organized in the State of _____

License Number (if applicable)

_____ A CORPORATION,
incorporated in the State of _____

Table A: Air Compressor Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Manufacturer	Model	Serial Number	Pay Unit	Quantity	Price
1	50 Market St	TP01 Admin Building	Champion	HR10-12	292550	LS	1	\$
2		TP01 Construction Building	Emqlo	R5B-80	430801	LS	1	\$
3		TP01 Digestor	Gardner Denver	EJBRGB-BBBAB9B	M51818	LS	1	\$
4		TP01 O2 Building	Gardner Denver	Unknown	Unknown	LS	1	\$
5		TP01 O2 Building	Gardner Denver	EJBRGB-BBCAB9C	M56906	LS	1	\$
6		TP01 O2 Building	Ingersoll Rand	SSR-UP6-30-125	CBV380388	LS	1	\$
7		TP01 Secondary Building	Gardner Denver	AVLRLB-A15035A	A15035	LS	1	\$
8	2443 S 88 th St	TP20 Admin Building	Quincy	350 -18	105477L	LS	1	\$
9		TP20 Final Solids	Gardner Denver	R70, 20HP, Simplex	R70A17721	LS	1	\$
10		TP20 H & O Building	Emqlo	GU (2LC3C-80)	B010998196 (012688105)	LS	1	\$
11		TP20 Pump & Blower Building	Ingersoll Rand	2340L5-V (2340)	CBV380324 (NAR10174944)	LS	1	\$
Total Amount								\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

On-Call Wastewater, Stormwater, and Flood Management Facility Maintenance

Table B: Backflow Preventer Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
1	2400 Strong Ave	FPS-02	Watts	Unknown	Unknown	LS	1	\$
2		FPS-02	Watts	RPZ	Unknown	LS	1	\$
3	9 Shawnee Ave	FPS-10	Watts	009M2QT	243904	LS	1	\$
4	1137 S 5 th St	FPS-11	Watts	909QT	624640	LS	1	\$
5	1171 S 12 th St	FPS-13	Watts	009-M2QT	251653	LS	1	\$
6	295 Central Ave	FPS-16	Watts	Unknown	Unknown	LS	1	\$
7	314 Central Ave	PS-01	Watts	Unknown	Unknown	LS	1	\$
8	300 N James St	PS-02	Watts	909 MI	324081	LS	1	\$
9	1520 N 2 nd St	PS-03	Watts	Unknown	Unknown	LS	1	\$
10	8260 Kaw Dr	PS-06	Watts	Unknown	Unknown	LS	1	\$
11	5830 Inland Dr	PS-18	Watts	123201	Unknown	LS	1	\$
12	3252 N 91 st St	PS-41	Watts	Unknown	Unknown	LS	1	\$
13	9920 Woodend Rd	PS-44	Watts	9	Unknown	LS	1	\$
14	401 N 57 th St	PS-45	Watts	Unknown	Unknown	LS	1	\$
15	11740 State Ave	PS-64	Wilkins	Unknown	Unknown	LS	1	\$
16	12898 State Ave	PS-65	Watts	Unknown	Unknown	LS	1	\$
17	11051 Hollingsworth Rd	PS-66	Febco	860	H16022	LS	1	\$
18	3306 N 128 th St	PS-67	Wilkins	975XL	1753697	LS	1	\$
19	13701 Leavenworth Rd	PS-86	Unknown	Unknown	Unknown	LS	1	\$

Table B: Backflow Preventer Preventative Maintenance Proposal Form (con'd)⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
20	10421 Donahoo Road	PS-89	Watts	Unknown	Unknown	LS	1	\$
21		PS-89	Watts	Unknown	Unknown	LS	1	\$
22		PS-89	Watts	Unknown	Unknown	LS	1	\$
23	50 Market St	TP01 Admin Building	Unknown	Unknown	Unknown	LS	1	\$
24		TP01 Admin Building	Watts	Unknown	Unknown	LS	1	\$
25		TP01 Admin Building	Watts	Unknown	LF007QT	LS	1	\$
26		TP01 Admin Building	Unknown	Unknown	Unknown	LS	1	\$
27		TP01 Admin Building	Watts	Unknown	Unknown	LS	1	\$
28		TP01 Biosolids Dewatering	Unknown	Unknown	Unknown	LS	1	\$
29		TP01 Digester	Watts	Unknown	Unknown	LS	1	\$
30		TP01 Digester	Watts	Unknown	Unknown	LS	1	\$
31		TP01 Digester	Febco	Unknown	Unknown	LS	1	\$
32		TP01 Final Solids Building	Watts	Unknown	Unknown	LS	1	\$
33		TP01 Final Solids Building	Watts	Unknown	Unknown	LS	1	\$
34		TP01 Kaw Point Treatment Plant	Conbraco	Unknown	H3880	LS	1	\$
35		TP01 Kaw Point Treatment Plant	Febco	Unknown	805Y	LS	1	\$

Table B: Backflow Preventer Preventative Maintenance Proposal Form (con'd)⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
36	50 Market St	TP01 Kaw Point Treatment Plant	Watts	Unknown	7	LS	1	\$
37		TP01 Kaw Point Treatment Plant	Watts	WATTS	9	LS	1	\$
38		TP01 Kaw Point Treatment Plant	Febco	FEBCO	825Y	LS	1	\$
39		TP01 Kaw Point Treatment Plant	Watts	Watts	7	LS	1	\$
40		TP01 Primary	Watts	Unknown	009 M2 QT	LS	1	\$
41		TP01 Primary	Hersey	Hersey/Grinnell	6CM	LS	1	\$
42		TP01 Primary	Hersey	HERSEY GRINNELL	6CM	LS	1	\$
43	9404 Main St	TP05 Admin Building	Watts	Unknown	LF909 M101	LS	1	\$
44	7112 Holliday Dr	TP14 Treatment Plant	Watts	CASH ACME	RP 100	LS	1	\$
45		TP14 Treatment Plant	Watts	Unknown	9	LS	1	\$
46	2443 S 88th St	TP20 Final Solids	Unknown	Unknown	Unknown	LS	1	\$
47		TP20 Final Solids	Watts	Unknown	Unknown	LS	1	\$
48		TP20 Final Solids	Watts	Unknown	Unknown	LS	1	\$
49		TP20 H & O Building	Unknown	Unknown	Unknown	LS	1	\$

Table B: Backflow Preventer Preventative Maintenance Proposal Form (con'd)⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
50	2443 S 88th St	TP20 Pump & Blower Building	Watts	Unknown	Unknown	LS	1	\$
51		TP20 Pump & Blower Building	Watts	Unknown	Unknown	LS	1	\$
52		TP20 Treatment Plant	Febco	FEBCO	825YD	LS	1	\$
Total Amount								\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table C: Cranes & Hoists Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
1	50 Market St	TP01 Admin Building	Chester	Unknown	Unknown	LS	1	\$
2		TP01 Admin Building	Kone Cranes	Unknown	Unknown	LS	1	\$
3		TP01 Admin Building	Quantum	Unknown	Unknown	LS	1	\$
4		TP01 Biosolids Dewatering	R & M	3 ton	Anchor	LS	1	\$
5		TP01 Maintenance Building	RAN	2 ton	Unknown	LS	1	\$
6		TP01 Maintenance Building	Round Superior	2 ton	Unknown	LS	1	\$
7		TP01 Maintenance Building	Kone	2 ton	Unknown	LS	1	\$
8		TP01 O2 Building	Chester	1 ton	Unknown	LS	1	\$
9		TP01 Primary	Shaw-Box	1/2 ton	No crane	LS	1	\$
10		TP01 Primary	Shaw-Box	Unknown	Unknown	LS	1	\$
11		TP01 Secondary Building	ROSS	2 ton	Tiger Track	LS	1	\$
12		TP01 Secondary Building	R & M	3 ton	Unknown	LS	1	\$
13		TP01 Secondary Building	R & M	1 ton	UESCO	LS	1	\$
14		TP01 Secondary Building	R & M	1 ton	UESCO	LS	1	\$
15		TP01 UV Building	ACCO Wright	1/2 ton	Unknown	LS	1	\$

Table C: Cranes & Hoists Preventative Maintenance Proposal Form (con'd) ⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
16	50 Market St	TP01 UV Building	ACCO Wright	1/2 ton	Unknown	LS	1	\$
17		TP01 UV Building	Louden	Unknown	Unknown	LS	1	\$
18	7112 Holliday Dr	TP14 Clarifier Hut	Duffy Lynx	Unknown	Unknown	LS	1	\$
19	2443 S 88th St	TP20 Final Solids	Budgit	Unknown	Unknown	LS	1	\$
20		TP20 Final Solids	CM	3 ton	Progressive	LS	1	\$
21		TP20 H & O Building	Budgit	1 ton	Unknown	LS	1	\$
22		TP20 H & O Building	Yale	Unknown	Unknown	LS	1	\$
23		TP20 H & O Building	Unknown	Unknown	Unknown	LS	1	\$
24		TP20 H & O Building	Unknown	Unknown	Unknown	LS	1	\$
25		TP20 Pump & Blower Building	Budgit	3 ton	Progressive	LS	1	\$
26		TP20 UV Basin	Chester	1 ton	Unknown	LS	1	\$
27		TP20 UV Basin	Thern	Unknown	Unknown	LS	1	\$
28		TP20 UV Basin	Thern	Unknown	Unknown	LS	1	\$
29	10 Market St	FPS-01	Coffing	Unknown	Unknown	LS	1	\$
30	9 Shawnee Ave	FPS-10	Dresser	Unknown	Unknown	LS	1	\$
31		FPS-10	BUDGIT	Unknown	Unknown	LS	1	\$
32	1137 S 5th St	FPS-11	BUDGIT	3 ton	Loadlifter	LS	1	\$

Table C: Cranes & Hoists Preventative Maintenance Proposal Form (con'd) ⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
33	2105 Osage Ave	FPS-14	Philadelphia	3 ton	Unknown	LS	1	\$
34	314 Central Ave	PS-01	BUDGIT	4 ton	Unknown	LS	1	\$
35		PS-01	Philadelphia	3 ton	Unknown	LS	1	\$
36		PS-01	3M	Unknown	Unknown	LS	1	\$
37	300 N James St	PS-02	CM	Unknown	Unknown	LS	1	\$
38		PS-02	Harrington	2 ton	Unknown	LS	1	\$
39	1520 N 2nd St	PS-03	Yale hoists	Unknown	Accent	LS	1	\$
40		PS-03	CM	Unknown	Unknown	LS	1	\$
41	3770 Fairbanks Ave	PS-04	CM Loadstar	Unknown	Unknown	LS	1	\$
42	5091 Kansas Ave	PS-05	CM Loadstar	Unknown	Gorbel	LS	1	\$
43	8260 Kaw Dr	PS-06	Yale hoists	Unknown	Unknown	LS	1	\$
44		PS-06	ACCO Wright	3 ton	Handling Systems	LS	1	\$
45	800 N 41st St	PS-09	Yale	1/2 ton	Unknown	LS	1	\$
46		PS-09	Budgit	10 ton	Loadlifter	LS	1	\$
47	5830 Inland Dr	PS-18	Unknown	Unknown	Unknown	LS	1	\$
48		PS-18	Crane America Services	Unknown	Unknown	LS	1	\$
49	3252 N 91st St	PS-41	ACCO Wright	3 ton	Unknown	LS	1	\$

Table C: Cranes & Hoists Preventative Maintenance Proposal Form (con'd) ⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
50	3252 N 91st St	PS-41	Gorbel	Unknown	Unknown	LS	1	\$
51		PS-41	Gorbel	Unknown	Unknown	LS	1	\$
52	9920 Woodend Rd	PS-44	Abell-Howe	Unknown	Unknown	LS	1	\$
53	3401 Fairfax Trwy	PS-51	Coffing	Unknown	Unknown	LS	1	\$
54	13701 Leavenworth Rd	PS-86	Unknown	Unknown	Unknown	LS	1	\$
55	10421 Donahoo Rd	PS-89	Thern	Unknown	Unknown	LS	1	\$
56		PS-89	Yale	2 ton	Unknown	LS	1	\$
57		PS-89	Yale	2 ton	Unknown	LS	1	\$
58		PS-89	Yale	2 ton	Unknown	LS	1	\$
Total Amount								\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table D: Elevator Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Manufacturer	Model	Pay Unit	Quantity	Price
1	50 Market St	TP01 Admin Building	Montgomery Elevator Co	CP40541	LS	1	\$
2	314 Central Ave	PS-01	Barnes Co. Inc.	Unknown	LS	1	\$
3	300 N James St	PS-02	Barnes Co. Inc.	Unknown	LS	1	\$
4	1520 N 2 nd St	PS-03	Barnes Co. Inc.	Unknown	LS	1	\$
5	8260 Kaw Dr	PS-06	Ecodyne	Unknown	LS	1	\$
6	625 Metropolitan Ave	PS-40	Smith & Loveless Inc.	Unknown	LS	1	\$
7	3252 N 91 st St	PS-41	Inclinor	Unknown	LS	1	\$
8	3401 Fairfax Trwy	PS-51	Usemc	Unknown	LS	1	\$
9	10421 Donahoo Rd	PS-89	Usemc	Unknown	LS	1	\$
Total Amount							\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table E: Generators Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Manufacturer	Model	Serial Number	Pay Unit	Quantity	Price
1	9404 Main St	TP-06 Headworks	MTU	Unknown	12V2000 DS750	LS	1	\$
2	2400 Strong Ave	FPS-02	Caterpillar	C-18	Unknown	LS	1	\$
3	1197 S Mill St	FPS-12	Caterpillar	C-18	Unknown	LS	1	\$
4	11800 Polfer Rd	PS-16	Eaton	Unknown	Unknown	LS	1	\$
5	5425 N 99 th St	PS-70	MTU	Unknown	10V1600 DS 450	LS	1	\$
6	12708 Hubbard Rd	PS-78	Cummins	Unknown	Unknown	LS	1	\$
7	13701 Leavenworth Rd	PS-86	American Standard	Unknown	Unknown	LS	1	\$
Total Amount								\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table F: HVAC Equipment Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
1	50 Market St	TP01 Admin Building	McQuay International	OAH017 GDAC	FBOU060 600131	LS	1	\$
2		TP01 Admin Building	Temtrol	BZ-27SX	10513	LS	1	\$
3		TP01 Admin Building	Trane	CGAFC5 04AKA10 00DE00	C05G062 85	LS	1	\$
4				00N0000 0000		LS	1	\$
5		TP01 Admin Building	York	D1EB018 A06A	NLEM126 335	LS	1	\$
6		TP01 Admin Building	York	YCAL002 2EE46X EBSDTX AXXR	11551C96 808890	LS	1	\$
7				LXXXX4 4XX1XX XXXXS XXXBX		LS	1	\$
8				X7XXBX XNXXXX XX		LS	1	\$
9		TP01 Biosolids Dewatering	Carrier	38AUDB 12A0M6 A0A0A0	1716C901 71	LS	1	\$
10		TP01 Construction Building	Lennox	C33-49C-2F-6	6011E273 32	LS	1	\$
11		TP01 O2 Basin	Carrier	40RM-024-- B600HC	3099F364 45	LS	1	\$
12		TP01 Primary	Carrier	Unknown	1316P509 86	LS	1	\$
13		TP01 Secondary Building	York	ZYG08E 4B3AA1 A111A4	N2E36756 03	LS	1	\$

Table F: HVAC Equipment Preventative Maintenance Proposal Form (con'd) ⁽¹⁾

Item #	Address	Location	Make	Model	Serial Number	Pay Unit	Quantity	Price
14	50 Market St	TP01 Sewer Maintenance Building	Lennox	CBA25UH-060-230-02	1523B57033	LS	1	\$
15		TP01 Sewer Maintenance Building	Lennox	ELA090S4D-1Y	5621A01121	LS	1	\$
16	9404 Main St	TP05 Admin Building	York	Unknown	Unknown	LS	1	\$
17		TP05 Admin Building	York	Unknown	Unknown	LS	1	\$
18	2443 S 88th St	TP20 Admin Building	AAON Coil Products	V3-CLB-3-0-142B-3FS	201401-CJEC01855	LS	1	\$
19		TP20 H&O Building	Lennox	Unknown	Unknown	LS	1	\$
20		TP20 H&O Building	Lennox	CBX32M-048-460-6-05	1613E19528	LS	1	\$
21	3252 N 91st St	PS-41	Ameristar Heating and Cooling	M4AH3030B1000AA	132810484M	LS	1	\$
22	402 N 57th St	PS-45	Pentair	CR430B26GC24	16D14855-25-A	LS	1	\$
23	10421 Donahoo Rd	PS-89	American Standard	300 HEF	299SG99572-00/0000701	LS	1	\$
Total Amount								\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table G: Roofs Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Roof Square Footage	Roof Type	Pay Unit	Quantity	Price
1	1	Primary Clarifier Complex - Control Room	5122	"Built-up" "Single ply, Fastened"	EA	1	\$
2	1A	Primary Clarifier Complex - East Catwalk	981	"Built-up"	EA	1	\$
3	1B	Primary Clarifier Complex - West Catwalk	847	"Built-up"	EA	1	\$
4	2	Final Clarifier Complex (2 - High)	4149	"Built-up"	EA	1	\$
5	2A	Final Clarifier Complex (2A - Slab)	3024	"Single ply, Fastened"	EA	1	\$
6	3	UV Disinfection Building	3148	"Single ply, Fastened"	EA	1	\$
7	4	Oxygen Production Building	5594	"Built-up"	EA	1	\$
8	6	Gas Purification Building	780	"Built-up"	EA	1	\$
9	7	Storage Building	3280	"Metal"	EA	1	\$
10	8	Maintenance Building	1612	"Metal"	EA	1	\$
11	9	Old Switchgear Building	889	"Built-up" "Metal"	EA	1	\$
12	10	Administration & Maintenance Building	8594	"Single ply, Fastened"	EA	1	\$
13	10A	Administration & Maintenance Building	8413	"Single ply, Fastened"	EA	1	\$
14	11	Lab Building	3992	"Single ply, Fastened"	EA	1	\$

Table G: Roofs Preventative Maintenance Proposal Form (con'd) ⁽¹⁾

Item #	Address	Location	Roof Square Footage	Roof Type	Pay Unit	Quantity	Price
15	13	Solids Processing Building	14594	"Built-up"	EA	1	\$
16	14A	Operations & Maintenance Building	12160	"Metal"	EA	1	\$
17	14B	Operations & Maintenance Building	6156	"Metal"	EA	1	\$
18	15	Stairwell No. 1	200	"Single ply, Fastened"	EA	1	\$
19	16	Stairwell No. 2	200	"Single ply, Fastened"	EA	1	\$
20	17	Stairwell No. 3	200	"Single ply, Fastened"	EA	1	\$
21	18	Grit Building	2173	"Built-up"	EA	1	\$
22	2443 S 88 th St	TP20 Administration Building	2400	Unknown	EA	1	\$
23		TP20 Pump and Blower Building	1800	Unknown	EA	1	\$
24		TP20 Headworks & Operations Building	1650	Unknown	EA	1	\$
25		TP20 Solids Processing Building	2150	Unknown	EA	1	\$
26		Treatment Plant No. 20 - S. 88th Street (Off K-32)	1680	"Metal"	EA	1	\$
27		New Switchgear	889	"Metal"	EA	1	\$
28	300 N 4 th St	PS-01	2088	"Built-up"	EA	1	\$
29	5830 Inland Dr	PS-18	762	"Single ply, Fastened"	EA	1	\$

Table G: Roofs Preventative Maintenance Proposal Form (con'd) ⁽¹⁾

Item #	Address	Location	Roof Square Footage	Roof Type	Pay Unit	Quantity	Price
30	300 N James St	PS-02	1156	"Built-up"	EA	1	\$
31	1520 N 2 nd St	PS-03	1080	"Built-up"	EA	1	\$
32	3252 N 91 st St	PS-41	1292	"Sloped Shingle"	EA	1	\$
33	10421 Donahoo Rd	PS-89	800	"Single ply, Fastened"	EA	1	\$
34	8260 Kaw Dr	PS-06	1344	"Built-up"	EA	1	\$
35	11740 State Ave	PS-64	293	"Modified Bitumen"	EA	1	\$
36	12898 State Ave	PS-65	293	"Modified Bitumen"	EA	1	\$
37	5611 Kaw Dr	PS-07	600	"Metal"	EA	1	\$
38	10 Market St	FPS-01	460	"Single ply, Fastened"	EA	1	\$
39	2400 Strong Ave	FPS-02	600	"Metal"	EA	1	\$
40	9 Shawnee Ave	FPS-10	600	Unknown	EA	1	\$
41	1137 S 5 th St	FPS-11	600	"Built-up"	EA	1	\$
42	1197 S Mill St	FPS-12	600	"Single ply, Fastened"	EA	1	\$
43	1171 S 12 th St	FPS-13	600	"Metal"	EA	1	\$
44	2105 Osage Ave	FPS-14	600	"Built-up"	EA	1	\$
46	295 Central Ave	FPS-16	918	"Built-up"	EA	1	\$
45	2134 Metropolitan Ave	FPS-17	1500	EDPM	EA	1	\$
Total Amount							\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table H: Wet Wells & Tanks Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Pay Unit	Quantity	Price
1	314 Central Ave	PS-01	LS	1	\$
2	300 N James St	PS-02	LS	1	\$
3	1520 N 2 nd St	PS-03	LS	1	\$
4	8260 Kaw Dr	PS-06	LS	1	\$
5	3252 N 91 st St	PS-41	LS	1	\$
6	10421 Donahoo Rd	PS-89	LS	1	\$
7	3401 Fairfax Trwy	PS-51	LS	1	\$
8	5098 Douglas Ave	PS-57	LS	1	\$
9	13701 Leavenworth Rd	PS-86	LS	1	\$
10	10 Market St	FPS-01	LS	1	\$
11	2400 Strong Ave	FPS-02	LS	1	\$
12	9 Shawnee Ave	FPS-10	LS	1	\$
13	1137 S 5 th St	FPS-11	LS	1	\$
14	1198 S Mill St	FPS-12	LS	1	\$
15	1171 S 12 th St	FPS-13	LS	1	\$
16	2105 Osage	FPS-14	LS	1	\$
17	11800 Polfer Rd	FPS-16	LS	1	\$
18	2134 Metropolitan Ave	FPS-17	LS	1	\$
19	2443 S 88 th St	Thickened Sludge Holding Tank	Unknown	LS	\$

Table H: Wet Wells & Tanks Preventative Maintenance Proposal Form (con'd) ⁽¹⁾

Item #	Address	Location	Pay Unit	Quantity	Price
20		Digested Sludge Holding Tank	Unknown	LS	\$
Total Amount					\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table I: Centrifuges Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Manufacturer	Model	Serial Number	Pay Unit	Quantity	Price
1	50 Market Street	TP01 Biosolids Dewatering Building	Flottweg	Decanter C5E-4/454	016-205-20	LS	1	\$
2			Flottweg	Decanter C5E-4/454	016-206-20	LS	1	\$
3			Flottweg	Decanter C5E-4/454	016-207-20	LS	1	\$
4			Flottweg	Decanter C5E-4/454	016-208-20	LS	1	\$
Total Amount								\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table J: Samplers Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Manufacturer	Model	Serial Number	Pay Unit	Quantity	Price
1	50 Market St	TP01 Primary Clarifier Complex (Outdoors)	Teledyne	ISCO 5800	220E00018	LS	1	\$
2		TP01 UV Disinfection Building (Indoors)	Teledyne	ISCO 5800	220E00022	LS	1	\$
3	9404 Main St	TP05 Headworks (Outdoors)	Hach	AS950 AWRS	211740501645	LS	1	\$
4		TP05 UV Disinfection Building (Indoors)	Hach	AS950 AWRS	211730019861	LS	1	\$
5	2443 S 88 th St	TP20 Headworks (Indoors)	Teledyne	ISCO 5800	220D01742	LS	1	\$
6		TP20 UV Basin (Outdoors)	Teledyne	ISCO 5800	220D01741	LS	1	\$
Total Amount								\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table K: Transformers Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Manufacturer	Model	Serial Number	Pay Unit	Quantity	Price
1	50 Market Street	TP01 Admin Building	Westinghouse	MPC Oil Filled	PCT 7562-01	LS	1	\$
2		TP01 Primary Clarifier Complex	Unknown	Unknown	Unknown	LS	1	\$
3		TP01 Primary Clarifier Complex	Unknown	Unknown	Unknown	LS	1	\$
4		TP01 O2 Building	Westinghouse	MPC Oil Filled	PCT 2850-0103	LS	1	\$
5		TP01 O2 Building	Westinghouse	MPC Oil Filled	PCT 2850-0102	LS	1	\$
6		TP01 Secondary Building	Westinghouse	MPC Oil Filled	PCT 2850-0101	LS	1	\$
7		TP01 Secondary Clarifier Complex	Westinghouse	MPC Oil Filled	PCT 7560-02	LS	1	\$
8		TP01 Secondary Clarifier Complex	Cutler-Hammer	Unknown	PDH-0991	LS	1	\$
9		TP01 Secondary Clarifier Complex	Cutler-Hammer	Unknown	PDH-0979	LS	1	\$
10		TP01 Secondary Clarifier Complex	Westinghouse	MPC Oil Filled	PCT 7560-01	LS	1	\$
11		TP01 Final Solids Building	Gould – ABB Group	Unknown	Unknown	LS	1	\$
12		TP01 Biosolids Dewatering Building	Unknown	Unknown	Unknown	LS	1	\$
13		TP01 Digester	Westinghouse	MPC Oil Filled	PCT 7651-01	LS	1	\$
Total Amount								\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table L: UV Disinfection Preventative Maintenance Proposal Form⁽¹⁾

Item #	Address	Location	Manufacturer	Model	Serial Number	Pay Unit	Quantity	Price
1	50 Market Street	TP01 UV Building	TrojanUV	Trojan 3000 Plus	TL240913073001 TL240913665001 TL240913581001 TL240913695001 TL240913629001 TL240913723001	LS	1	\$
2	4500 Brenner Dr	TP03 UV Dry Pit	TrojanUV	Trojan 3000PTP	UVM23601355 UVM23601354	LS	1	\$
3	9404 Main St	TP05 UV Disinfection Building	TrojanUV	TrojanUV Signa	System 810143	LS	1	\$
4	7112 Holliday Dr	TP14 UV Dry Pit	TrojanUV	Trojan 3000 Plus	Unknown	LS	1	\$
5	2443 S 88 th St	TP20 UV Dry Pit	TrojanUV	Trojan 3000 Plus	TL220617724001 TL220617684001 TL220617781001 TL220617545001	LS	1	\$
Total Amount								\$

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

Table M: Hourly Work - Labor for Corrective Maintenance

Item #	Personnel ^{(1), (2)}	Labor Unit Price ⁽³⁾			
		Standard Rate (\$/hour)	Overtime Rate (\$/hour)	Weekend Rate (\$/hour)	Holiday Rate (\$/hour)
1	Project Manager				
2	Supervisor				
3	Foreman				
4	Equipment Operator				
5	Laborer				
6	Shop Foreman				
7	Other:				
8	Other:				
9	Other:				

⁽¹⁾ Refer to the Request for Proposal Scope of Work for detailed descriptions of the proposed work.

⁽²⁾ Hourly Work – Labor refers to authorized inspection, preventative maintenance, and corrective maintenance work that is not paid for by a separate bid item in this Price Proposal.

⁽³⁾ Contractor shall have a 24-hour emergency response time for which this pricing shall be good for such occasions. Twenty-four hour emergency response is defined as responding to the situation identified by the Owner and correcting the immediate danger to the public or the environment. Work that is not an immediate danger to the public or environment can be completed beyond the 24-hour timeframe.

**FACILITY REPAIRS SAMPLE PROJECT
SCOPE OF WORK AND PRICE
PROPOSAL**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS

PRICE PROPOSAL - FACILITY REPAIRS

To: The Unified Government of Wyandotte County/Kansas City, Kansas

Price Proposal of _____
(hereinafter called "Offeror") organized and existing under the laws of the State of

_____, doing business as _____

1. In compliance with the Request for Proposal, the undersigned Offeror hereby proposes to furnish all material, tools, labor and equipment and to perform all Work necessary to construct and complete the Project known as:

**Project Name: On-Call Wastewater, Stormwater, and Flood Management
Facility Maintenance**
Project ID: RFP R41383

in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

2. By submission of this Price Proposal, each Offeror certifies, and in the case of a joint Price Proposal each party thereto certifies, as to his own organization, that:
- A. The price submitted is independently arrived at without collusion.
 - B. The Offeror has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 (Ethics in Public Contracting) of the Procurement Code and in Chapter 12 of the Procurement Regulations.
 - C. The Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Regulations.
 - D. The Offeror represents that he has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3. Offeror acknowledges receipt of the following Amendment(s):

4. Offeror agrees to furnish all materials, labor, tools, equipment and perform all the Work described in the Contract Documents for the following prices:

(Listed on attached table)

Respectfully submitted,

By _____
Signature

Date

SEAL

Title

Offeror's form of business is:

Attest _____
(Corporations only)

_____ An INDIVIDUAL,
residing in the State of _____

Business Address

_____ A PARTNERSHIP,
organized in the State of _____

License Number (if applicable)

_____ A CORPORATION,
incorporated in the State of _____

SAMPLE PROJECT OVERVIEW

This project involves essential mechanical work at a municipal wastewater treatment plant and pump station to ensure reliable operation and compliance with regulatory standards. The scope includes routine repairs to critical equipment, such as pumps, valves, and aeration systems. This work is vital for the conveyance and effective treatment of wastewater and the overall functionality of the plant. This sample project is hypothetical; items you see here may or may not be present in the field.

Location of Work

1. Pump Station No. 1 (Central Industrial District [CID])
300 North 4th Street
2. Treatment Plant No. 1 (Kaw Point Wastewater Treatment Plant [WWTP])
50 Market Street

Summary and Description of Work

1. Pump Inspection and Maintenance at Pump Station No. 1 (CID)
 - a. Summary of Work
 - i. Provide O&M services to centrifugal pump
 - b. Description of Work
 - i. Inspect and service one (1) 24" Fairbanks Morse centrifugal pump in accordance with the manufacturer's operation and maintenance manual.
 1. Isolate pump from system and verify that power is locked out and tagged out.
 - ii. Replace worn seals and bearings on pump to enhance pump efficiency.
 1. Inspect bearing housings for scoring and pitting.
 2. Install new bearings and lubricate using manufacturer-recommended grease or oil.
 3. Reinstall pump components.
 4. Check and align pump and motor shaft couplings.
 5. Test and calibrate pump performance post-maintenance.
 - iii. Pump station must remain in operation during maintenance.
2. Valve Replacements at Pump Station No. 1 (CID)
 - a. Summary of Work
 - i. Remove and replace valves
 - b. Description of Work
 - i. Remove and replace one (1) 24" cast iron gate valve, one (1) 24" cast iron check valve, and one (1) 24" cast iron discharge valve.
 1. Lock out and tag out any electrical components.
 2. Furnish and install new valves, flange gaskets, bolts and nuts. All valves must meet AWWA C509 and C508.
 3. Torque all bolts to manufacturer's specifications.
 4. Coat all exposed fasteners with anti-corrosion grease or protective coating.
 5. Proper disposal of valves is the contractor's responsibility.

- ii. Check proper sealing and operation of new valves to prevent leaks and maintain system pressure.
 - 1. Perform pressure testing per AWWA C600 .
 - 2. Operate each valve to confirm full range of motion, proper seating, and no binding.
 - iii. Pump station must remain in operation during replacement
- 3. Clarifier Repairs and Cleaning at Kaw Point Treatment Plant
 - a. Summary of Work
 - i. Replace scraper mechanisms clarifier tank.
 - ii. Clean clarifier tank.
 - b. Description of Work
 - i. Replace scraper mechanisms within one (1) 100-foot clarifier tank.
 - 1. Isolate and lock out electrical and mechanical systems.
 - 2. Remove and dispose of existing components.
 - 3. Furnish and install a complete, pre-engineered scraper mechanism rated for tank dimensions.
 - 4. Align and secure drive mechanism per manufacturer's specifications.
 - 5. Install new fasteners, bearings, seals, and couplings as required.
 - 6. Test unit operation and submit O&M manuals.
 - ii. Clean one (1) 100-foot diameter clarifier tank with 20-foot depth
 - 1. Isolate and drain the clarifier fully.
 - 2. Implement confined space entry plan.
 - 3. Install access ladders, fall protection, ventilation, and gas monitoring.
 - 4. Remove all settled sludge and grit from tank.
 - 5. Pressure wash interior walls, tank floor, and all appurtenances.
- 4. Structural Support Repairs at Kaw Point Treatment Plant
 - a. Summary of Work
 - i. Restore structural integrity of steel support members affected by corrosion.
 - ii. All work must conform to relevant codes.
 - b. Description of Work
 - i. Repair three (3) corroded steel supports.
 - 1. Remove all rust, scale, and debris.
 - 2. Clean and degrease surfaces using a solvent or detergent wash.
 - 3. Cut out and replace two (2) affection sections with new steel plates. Weld repairs must conform to AWS D1.1 standards. All welds shall be continuous and inspected.
 - 4. Apply primer.
 - ii. Reinforce supports to concrete foundation.
 - 1. Install one (1) mechanical anchor into the concrete base.
 - 2. Install shim plate to ensure uniform bearing.
 - 3. Patch concrete damage.
 - 4. Coat steel and anchors with corrosion-resistant treatment.
- 5. Instrumentation and Control (I&C) at Kaw Point Treatment Plant
 - a. Summary of Work

- i. SCADA and RTU maintenance
 - ii. Emergency PLC troubleshooting
- b. Description of Work
 - i. Provide software support for the SCADA system, including troubleshooting existing applications, programming enhancements, and implementing software upgrades as needed or requested by staff.
 - ii. Perform troubleshooting and corrective maintenance on existing instrumentation and telemetry equipment.
 - iii. Assess and modify current instrumentation programming and telemetry configurations to improve functionality, reliability, and flexibility based on staff requests.
 - iv. Perform preventive maintenance on SCADA equipment, including radios, programmable logic controllers (PLCs), remote terminal units (RTUs), human machine interface (HMI) screens, etc.

Measurement and Payment

- A. Scope: This section lists bid items, their unit of payment, method and limits of measurement, and subsidiary work included in the pay item.
- B. Entire Cost: The unit prices shown in the bid shall reflect the entire cost for the construction of the complete work, in conformance with the plans and specifications. Cost for items called for in or reasonably inferred as necessary from the construction documents, for which a specific unit price or lump sum price is not listed in the bid, shall be included in the price for the closest applicable items.
- C. Non-Pay Items Subsidiary to the Work as a Whole: The following items are subsidiary to the whole work. The cost of these items shall be balanced throughout the separate pay items. Timely completion of subsidiary work shall be a condition for recommendation of progress payments.

Subsidiary items: all supervision, testing, labor, materials, equipment, and all necessary incidentals required to furnish and install the Work, as well as payment for mobilization, bonds, insurance, permits, and licenses; profit, overhead, markups, safety, and coordination; Contractor's supervision, work plan, progress schedules, and site meetings; environmental controls; temporary facilities; temporary fencing; all erosion control materials and installation; all clearing and grubbing; trench excavation; rock excavation; embedment; backfill, granular trench backfill; disposal of excavated material not used as backfill; dewatering as required; compaction; existing utility removal, replacement and relocation; photographic record; job site water, electrical power, trash and sanitary services, field office, and project sign; construction staking and layout; protection and restoration of existing improvements and utilities; protection and repair of completed portions of the work; correction of defective work; surface restoration; driveway, sidewalk, curb and gutter, and pavement removal and replacement; fence repair and replacement; tree removal and saving; and sodding and seeding required therewith.

- D. The Contractor shall accept the compensation, as provided in the Contract, in full payment for furnishing all materials, labor, tools and equipment necessary to the

completed work and for performing all work contemplated and embraced under the Contract; also, for loss or damage arising from the nature of the work, or from the action of the elements or from any un-foreseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner, and for all risks of every description connected with the prosecution of the work; also, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the Contract Documents.

- E. Contractor shall make partial payments to Subcontractors for work completed.
- F. Measurement and payment for each work item shall be in accordance with the following:
 - 1. Pump Inspection and Maintenance: Unit of measure is Lump Sum (LS). This item includes inspection and service of centrifugal pumps based on the manufacturer's operation and maintenance manual. Labor, materials, installation, equipment rentals (if necessary). and incidental work to complete the work are subsidiary to this item.
 - 2. Valve Replacements: Unit of measure is Lump Sum (LS). This item includes replacement and operation of various valves as described. Mobilization, disposal of existing valve(s), labor, furnishing and installation, connections, equipment rentals (if necessary). and all incidental work to complete the work are subsidiary to this item.
 - 3. Clarifier Scraper Replacement: Unit of measure is Lump Sum (LS). This item includes equipment replacement and cleaning for a wastewater treatment plant clarifier. Mobilization, disposal of existing scraper(s) and waste, equipment rentals (if necessary). labor, furnishing and installation, connections, and all incidental work to complete the work are subsidiary to this item.
 - 4. Clarifier Cleaning: Unit of measure is Lump Sum (LS). This item includes cleaning for a wastewater treatment plant clarifier. Mobilization, disposal of waste, equipment rentals, labor, and all incidental work to complete the work are subsidiary to this item.
 - 5. Structural Support Repairs: Unit of measure is Lump Sum (LS). This item includes steel repair and foundation reinforcement for structural supports. Labor, materials, equipment rentals (if necessary) and incidental work to complete the work are subsidiary to this item.
 - 6. I&C SCADA and RTU Maintenance: Unit of measure is Lump Sum (LS). This item includes troubleshooting of existing software, programming to enhance functionality, and implementation of software upgrades. Labor, materials, equipment rentals (if necessary) and incidental work to complete the work are subsidiary to this item.
 - 7. I&C Emergency PLC Troubleshooting: Unit of measure is Lump Sum (LS). This item includes performing maintenance on SCADA equipment, including radios, programmable logic controllers (PLCs), remote terminal units (RTUs), human machine interface (HMI) screens, etc. Labor, materials, equipment rentals (if necessary) and incidental work to complete the work are subsidiary to this item.
 - 8. Hourly Work – Labor: The unit costs set forth in the Contractor's proposal for Hourly Work shall be used as compensation for work identified in writing by the Owner which does not meet the description of other items for which the Contractor has provided a bid price. The work will be paid on a time and materials basis. The Contractor will have a 24-hour emergency response time and the pricing on Labor Bid Form will be good for such occasions.

SAMPLE PROJECT BID FORM

ITEM DESCRIPTION	PAY UNIT	QUANTITY	TOTAL AMOUNT
Pump Inspection and Maintenance	LS	1	
24" Gate Valve Replacement	LS	1	
24" Check Valve Replacement	LS	1	
24" Discharge Valve Replacement	LS	1	
Clarifier Scraper Replacement	LS	1	
Clarifier Cleaning	LS	1	
Structural Support Repairs	LS	1	
I&C SCADA and RTU Maintenance	LS	1	
I&C Emergency PLC Troubleshooting	LS	1	
TOTAL PRICE			

LABOR BID FORM

PERSONNEL ⁽¹⁾	LABOR UNIT PRICE ⁽²⁾			
	STANDARD RATE (\$/HOUR)	OVERTIME RATE (\$/HOUR)	WEEKEND RATE (\$/HOUR)	HOLIDAY RATE (\$/HOUR)
Project Manager				
Supervisor				
Foreman				
Equipment Operator				
Laborer				
Shop Foreman				
Other:				
Other:				
Other:				

⁽¹⁾ Hourly Work – Labor refers to authorized Repair Work that is not paid for by a separate bid item in this Price Proposal.

⁽²⁾ Contractor shall have a 24-hour emergency response time for which this pricing shall be good for such occasions. Twenty-four hour emergency response is defined as responding to the situation identified by the Owner and correcting the immediate danger to the public or the environment. Work that is not an immediate danger to the public or environment can be completed beyond the 24-hour timeframe.

**INSPECTION, PREVENTIVE
MAINTENANCE, AND CORRECTIVE
MAINTENANCE AGREEMENT**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government," and

(Contractor)

as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That and for in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the Project known as:

**Project Name: On-Call Wastewater, Stormwater, and Flood Management
Facility Maintenance
Project I.D.: RFP R41383**

2. The Contractor will furnish all the Material, supplies, tools, Equipment, labor and other services necessary for the construction and completion of the Project as generally described below.
3. This project consists of, but not limited to, the scope of services for each equipment type as described in the Inspection, Preventative Maintenance, and Corrective Maintenance Scope of Work section issued by the Unified Government to the Contractor and required to be completed in accordance with the Contract Documents.
4. The specific services to be provided by the Contractor under this Agreement shall be based upon written Authorization(s) signed by the Unified Government for each individual Authorization. The Authorization shall describe the Project, the services to be performed, the amount of compensation, as herein provided, and the established time of completion. The Contractor shall, upon receipt of an Authorization, furnish the required services in relation to the Project described by the Authorization.
5. The Contractor agrees the initial term of this Agreement shall be for the period commencing with the effective date of this Agreement and ending after one calendar year; provided, however, this Agreement may be renewed for four additional one-year periods, subject to, and in accordance with, the terms and conditions of this Agreement.

6. The Contractor agrees the Work will be substantially complete by the dates stated in the Authorization, and the Work completed and ready for final payment in accordance with Paragraph 25.3 of the General Conditions within the time indicated in the Authorization.
7. The Unified Government and Contractor recognize that time is of the essence of this Agreement and that if the Work is not completed within the time specified in each Authorization, plus any extensions thereof allowed in accordance with the Contract Documents, Unified Government and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Unified Government \$500.00 for each and every calendar day that expires following the time indicated in each Authorization for completion of the Work as provided in Section 24 of the General Conditions.
8. The Contractor agrees to perform and complete all the Work described in the Contract Documents for the unit prices listed in the Price Proposal Form. Actual payment shall be the sum of the products of the installed and accepted quantity of each proposal item, measured by the Engineer as described in the Contract Documents, times its unit price. The Contractor acknowledges that the unit prices listed in the Price Proposal Form contemplate the construction of all facilities complete, in conformance with the Contract Documents, and that the cost of work required by the Contract Documents for which a specific unit price is not listed is included in the unit price for the closest applicable item.
9. The Unified Government shall pay Contractor for the completion of Work in accordance with the Contract Documents and Contractor shall accept in full compensation therefore, the sum set out in each Authorization at the unit costs set out in the Contractor's Price Proposal. The contract maximum is \$ (dependent on number of contract awarded) for the initial one-year term and each mutually agreed upon renewal period for a total maximum contract price of \$ (dependent on number of contracts awarded) over the five-year period, subject to annual funding and appropriation by the Unified Government.
10. It is understood that the "Engineer" representing the Unified Government shall be **Andrew Mendibles**. Any and all references to Engineer as used in the Contract Documents shall be reasonably interpreted and construed to mean or refer to the Unified Government unless otherwise specified by the Unified Government as different.
11. The term "Contract Documents" means and includes the following:
 - (a) Legal Notice of Request for Proposal
 - (b) Request for Proposal
 - (c) Proposal Questionnaire
 - (d) Price Proposal
 - (e) Amendments
 - (f) Agreement

Agreement – Inspection, Preventative Maintenance, and Corrective Maintenance

- (g) Labor and Material Payment Bond
 - (h) Performance Bond
 - (i) Maintenance Bond
 - (j) Appointment of Process Agent Form
 - (k) Foreign Corporation Resident Agent Designation
 - (l) Notice of Award
 - (m) Notice to Proceed
 - (n) Change Orders
 - (o) Additional Written Instructions and Detailed Drawings Approved by the Engineer
 - (p) General Conditions
 - (q) Supplemental General Conditions
 - (r) Special Conditions
 - (s) Forms, including State and Federal Forms
 - (t) Technical Specifications
 - (u) Technical Provisions
 - (v) Standard Details
 - (w) Authorization(s) issued by the Unified Government to the Contractor for each specific project specified thereunder
12. The Unified Government will pay the Contractor in the manner and at such times as set forth in Section 25 of the General Conditions such amounts as required by the Contract Documents.
13. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, an original on the date first above written.

OWNER:
Unified Government of Wyandotte
County/Kansas City, Kansas

By _____
County Administrator

CONTRACTOR:

(Contractor)

By _____

Name _____

Address _____

LEGAL:

Unified Government Legal

FACILITY REPAIRS AGREEMENT

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government," and

(Contractor)

as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That and for in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the Project known as:

**Project Name: On-Call Wastewater, Stormwater, and Flood Management
Facility Maintenance
Project I.D.: RFP R41383**

2. The Contractor will furnish all the Material, supplies, tools, Equipment, labor and other services necessary for the construction and completion of the Project as generally described below.
3. The facility repairs services includes, but not limited to, civil, structural, electrical, mechanical, and instrumentation and controls work at the Unified Government's wastewater, stormwater, and flood management facilities issued by the Unified Government to the Contractor.
4. The specific services to be provided by the Contractor under this Agreement shall be based upon written Authorization(s) signed by the Unified Government for each individual Authorization. The Authorization shall describe the Project, the services to be performed, the amount of compensation, as herein provided, and the established time of completion. The Contractor shall, upon receipt of an Authorization, furnish the required services in relation to the Project described by the Authorization.
5. The Contractor agrees the initial term of this Agreement shall be for the period commencing with the effective date of this Agreement and ending after one calendar year; provided, however, this Agreement may be renewed for four additional one-year periods, subject to, and in accordance with, the terms and conditions of this Agreement.
6. The Contractor agrees the Work will be substantially complete by the dates stated in the Authorization, and the Work completed and ready for final payment in accordance with Paragraph 25.3 of the General Conditions within the time

indicated in the Authorization.

7. The Unified Government and Contractor recognize that time is of the essence of this Agreement and that if the Work is not completed within the time specified in each Authorization, plus any extensions thereof allowed in accordance with the Contract Documents, Unified Government and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Unified Government \$500.00 for each and every calendar day that expires following the time indicated in each Authorization for completion of the Work as provided in Section 24 of the General Conditions.
8. The Contractor agrees to perform and complete all the Work described in the Contract Documents for the unit prices listed in the Price Proposal Form. Actual payment shall be the sum of the products of the installed and accepted quantity of each proposal item, measured by the Engineer as described in the Contract Documents, times its unit price. The Contractor acknowledges that the unit prices listed in the Price Proposal Form contemplate the construction of all facilities complete, in conformance with the Contract Documents, and that the cost of work required by the Contract Documents for which a specific unit price is not listed is included in the unit price for the closest applicable item.
9. The Unified Government shall pay Contractor for the completion of Work in accordance with the Contract Documents and Contractor shall accept in full compensation therefore, the sum set out in each Authorization at the unit costs set out in the Contractor's Price Proposal. The contract maximum is \$ (dependent on number of contracts awarded) for the initial one-year term and each mutually agreed upon renewal period for a total maximum contract price of \$ (dependent on number of contracts awarded) over the five-year period, subject to annual funding and appropriation by the Unified Government.
10. It is understood that the "Engineer" representing the Unified Government shall be **Andrew Mendibles**. Any and all references to Engineer as used in the Contract Documents shall be reasonably interpreted and construed to mean or refer to the Unified Government unless otherwise specified by the Unified Government as different.
11. The term "Contract Documents" means and includes the following:
 - (a) Legal Notice of Request for Proposal
 - (b) Request for Proposal
 - (c) Proposal Questionnaire
 - (d) Price Proposal
 - (e) Amendments
 - (f) Agreement
 - (g) Labor and Material Payment Bond
 - (h) Performance Bond
 - (i) Maintenance Bond
 - (j) Appointment of Process Agent Form
 - (k) Foreign Corporation Resident Agent Designation

- (l) Notice of Award
 - (m) Notice to Proceed
 - (n) Change Orders
 - (o) Additional Written Instructions and Detailed Drawings Approved by the Engineer
 - (p) General Conditions
 - (q) Supplemental General Conditions
 - (r) Special Conditions
 - (s) Forms, including State and Federal Forms
 - (t) Technical Specifications
 - (u) Technical Provisions
 - (v) Standard Details
 - (w) Authorization(s) issued by the Unified Government to the Contractor for each specific project specified thereunder
12. The Unified Government will pay the Contractor in the manner and at such times as set forth in Section 25 of the General Conditions such amounts as required by the Contract Documents.
13. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, an original on the date first above written.

OWNER:
Unified Government of Wyandotte
County/Kansas City, Kansas

By _____
County Administrator

CONTRACTOR:

(Contractor)

By _____

Name _____

Address _____

LEGAL:

Unified Government Legal

**LABOR AND MATERIAL
PAYMENT BOND**

*Note to Clerk of the District Court, Wyandotte County, Kansas:
Please enter date filed and furnish case number.*

Case No. _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

(Name of Contractor)

as Principal, and

(Name of Surety Company)

a corporation duly organized under the laws of the State of _____
, and authorized to do business in Kansas, as Surety, are held and firmly bound unto the
State of Kansas, as Obligee hereinafter called State, for the use and benefit of claimants
as hereinafter defined, in the amount of _____

Dollars (\$ _____), for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into
a contract with Unified Government of Wyandotte County/Kansas City, Kansas, for

**Project Name: On-Call Wastewater, Stormwater, and Flood Management
Facility Maintenance
Project I.D.: RFP R41383**

in accordance with drawings and specifications prepared by **Environmental Services
Division**, which contract is by reference made a part hereof, and is hereinafter referred to
as the Contract.

NOW, THEREFORE, if the said Principal or the sub-contractor or sub-contractors of said
Principal 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 above described improvements, this obligation shall be void; otherwise, it shall
remain in full force and effect.

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

CONTRACTOR:

SURETY:

(Name of Contractor)

(Name of Surety)

(Seal)

(Seal)

By _____

By _____

(Name)

(Name)

(Title)

Attorney in Fact

(Witness)

(Witness)

Approved:

(Assistant U.G. Attorney)

PERFORMANCE BOND

*Filing of this bond with the Clerk of the District
Court is not a contract requirement*

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

_____,
(Name of Contractor)

as Principal referred to herein as Contractor, and

(Name of Surety Company)

a corporation duly organized under the laws of the State of _____,
and authorized to do business in Kansas, as Surety, are held and firmly bound unto the
Unified Government of Wyandotte County/Kansas City, Kansas, as Obligee, in the
amount of _____

Dollars (\$ _____), for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____,
entered into a contract with the Unified Government of Wyandotte County/Kansas City,
Kansas for

**Project Name: On-Call Wastewater, Stormwater, and Flood Management
Facility Maintenance**

Project I.D.: RFP R41383

in accordance with drawings and specifications prepared by **Environmental Services
Division**, which contract is by reference made a part hereof, and is hereinafter referred
to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Unified Government and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever Contractor shall be, and is declared by Unified Government to be in default under the Contract, the Unified Government having performed Unified Government's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Unified Government and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Unified Government, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completions arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean total amount payable by Unified Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by Unified Government to Contractor. No right of action shall accrue on this bond to or for the us of any person or corporation other than the Unified Government or successors of the Unified Government.

Signed and sealed this _____ day of _____, 20__

CONTRACTOR:

(Name of Contractor)

(Seal)

By _____

(Name)

(Title)

(Witness)

Approved:

(Assistant U.G. Attorney)

SURETY:

(Name of Surety)

(Seal)

By _____

(Name)

Attorney in Fact

(Witness)

MAINTENANCE BOND

*Filing of this bond with the Clerk of the District
Court is not a contract requirement*

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

_____,
(Name of Contractor)

as Principal referred to herein as Contractor, and

(Name of Surety Company)

a corporation duly organized under the laws of the State of _____, and
authorized to do business in Kansas, as Surety, are held and firmly bound unto the
Unified Government of Wyandotte County/Kansas City, Kansas, as Obligee, in the
amount of _____

Dollars (\$ _____), for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____,
entered into a contract with the Unified Government of Wyandotte County/Kansas City,
Kansas for

**Project Name: On-Call Wastewater, Stormwater, and Flood Management
Facility Maintenance**

Project I.D.: RFP R41383

in accordance with drawings and specifications prepared by **Environmental Services
Division**, which contract is by reference made a part hereof, and is hereinafter referred
to as the Contract.

Whereas, the Principal agrees to guarantee the work hereinabove described, including
all materials and workmanship, for the period of three (3) year(s) beginning on the
date the Obligee so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and
faithfully observe, perform and abide by each and every covenant, condition and part
of said written agreement and other Contract Documents and shall protect the Obligee

against all damages, losses and expenses which may occur to Obligee, by reason of defective materials used, or by reason of defective workmanship done, for, and the construction of said work; and shall guarantee the above work for a period three (3) years from date of formal acceptance, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

Signed and sealed this _____ day of _____, 20____

CONTRACTOR:

SURETY:

(Name of Contractor)

(Name of Surety)

(Seal)

(Seal)

By _____

By _____

(Name)

(Name)

(Title)

Attorney in Fact

(Witness)

(Witness)

Approved:

(Assistant U.G. Attorney)

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
APPOINTMENT OF PROCESS AGENT FORM**

_____, as CONTRACTOR, having entered into written agreement, dated _____, 20____, for construction of certain public work described as

Project Name: On-Call Wastewater, Stormwater, and Flood Management

Facility Maintenance

Project ID: RFP R41383

does hereby appoint _____,
whose address is _____,
Kansas, as process agent, in compliance with the requisites of Section 16-113, General Statutes of Kansas as amended, 1980.

Duly executed this _____ day of _____, 20____.

Contractor _____

By _____

Title _____

Processing instructions:

1. *A Contractor who is a corporation and is not incorporated in the State of Kansas shall execute this document.*
2. *Contractor shall file one copy of this document with the City's contracting agency.*
3. *Pursuant to paragraph 13 of the Instructions and Information to Bidders a contract will not be executed until this form is completed and filed.*

FOREIGN CORPORATION RESIDENT AGENT DESIGNATION

Contractor is a corporation, and is not incorporated in the State of Kansas. Contractor must be authorized to do business in the State of Kansas in accordance with K.S.A. 17-7301. Contractor designates below a resident agent in the State of Kansas as required by K.S.A. 17-6202 and 17-7301, and as specified elsewhere herein.

Resident Agent

Name and Address _____

Processing instructions:

1. *A Contractor who is a corporation and is not incorporated in the State of Kansas shall execute this document.*
2. *Contractor shall file one copy of this document with the City's contracting agency.*
3. *Pursuant to paragraph 13 of the Instructions and Information to Bidders a contract will not be executed until this form is completed and filed.*

CONDITIONS OF THE CONTRACT

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UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS
GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the Invitation for Bids, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural and/or of either sex thereof:

1.1 **AMENDMENT** – Written or graphic instruments issued prior to the opening of Bids which modify or interpret the Invitation for Bids by additions, deletions, clarifications or corrections.

1.2 **AGREEMENT** – The Unified Government's Agreement Form voluntarily signed and witnessed by the Unified Government and Contractor and made a part of the Contract Documents.

1.3 **BID** – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.4 **BIDDER** – Any person, firm or corporation submitting a Bid for the Work.

1.5 **BONDS** – Bid, performance and payment bonds and other instruments of security, furnished by the contractor and his surety in accordance with the Invitation for Bids.

1.6 **CHANGE ORDER** - a written order signed by the Procurement Officer, directing the contractor to make changes which the Changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

1.7 **UNIFIED GOVERNMENT** – The Unified Government of Wyandotte County/Kansas City, Kansas, a Municipal Corporation.

1.8 **CONSULTANT** – A person, firm or corporation contracted with by the Unified Government to perform specific technical or professional tasks as set forth in the signed written agreement between the Unified Government and Consultant.

1.9 **CONTRACT DOCUMENTS** – The contract including Legal Notice of Invitation for Bids, Instructions and Information to Bidders, executed Bid Form, Bid Bond, Amendments, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, additional written instruction and detailed drawings approved by the Engineer/Architect, Drawings, general Conditions, Supplemental General Conditions, Special Conditions, Technical Provisions.

1.10 **CONTRACT PRICE** – The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.11 **CONTRACT TIME** – The number of days

stated in the Contract Documents for the completion of the Work. Time shall be measured in calendar days or working days as specified in the Agreement.

1.12 **CONTRACTOR** – The person, firm or corporation with whom the Unified Government has executed the Agreement.

1.13 **DAYS** – Except for calculation of Contract Time when working days are specified, all periods of time prescribed in the Contract Documents shall be measured in calendar days. In computing time the day of the event from which the designated period of time begins to run shall not be included, but the last day of the period shall be included unless it is Saturday, Sunday, or a Unified Government holiday, in which event the period shall run to the end of the next business day.

1.14 **DRAWINGS** – The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared and/or approved by the Engineer/Architect.

1.15 **ENGINEER/ARCHITECT** – The Procurement Officer or his designee, or the Consultant hired by the Unified Government to perform professional services as designated in the Agreement.

1.16 **EQUIPMENT** – All machinery and equipment, together with the necessary supplies for operation, upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

1.17 **INVITATION FOR BIDS** – All documents, whether attached or incorporated by reference, utilized for soliciting bids, including but not limited to the Legal Notice of Invitation for Bids, Instructions and Information to Bidders, General Conditions, Supplemental General Conditions, Technical Provisions, Special Conditions, Agreement Form, Bid Form, Bond Forms, EEO Requirements, Drawings and Amendments.

1.18 **MANUFACTURER** – The person, firm or corporation responsible for the commercial manufacturing, assembling or processing of materials and/or equipment to be incorporated in the Project.

1.19 **MATERIAL** – Any substance specified for use in the construction of the project and its appurtenances.

1.20 **MONUMENT** – A boundary marker.

1.21 **NOTICE OF AWARD** – The written notice of the acceptance of the Bid by the Unified Government to the successful Bidder.

1.22 **NOTICE TO PROCEED** – A written notice issued by the Unified Government to the Contractor authorizing him to proceed with the

Work and establishing the date of commencement of the Contract Time.

1.23 PROCUREMENT CODE – The Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas, effective June 27, 1983 by ordinance Number 64497, and amendments thereto. This document may be viewed during normal business hours in the office of the Unified Government Clerk.

1.24 PROCUREMENT OFFICER – Any person duly authorized to administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

1.25 PROCUREMENT REGULATION – The Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, effective June 27, 1983, and amendments thereto. This document may be viewed during normal business hours in the office of the Unified Government Clerk.

1.26 PROJECT – The undertaking to be performed as provided in the Contract Documents with payment to the Contractor from the Unified Government.

1.27 PROJECT REPRESENTATIVE – The Engineer/Architect's agent assigned to the project site who shall act under the supervision and direction of the Engineer/Architect. He shall confer with the Engineer/Architect regarding his actions, and shall generally communicate with the Unified Government only through the Engineer/Architect.

1.28 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work will be fabricated, installed, formed or constructed.

1.29 SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, including Technical Provisions and Special Conditions.

1.30 SPECIAL CONDITIONS – A part of the Contract Documents being a modification, amplification and/or additional information of the General, or Supplemental General Conditions or Technical Provisions.

1.31 SPECIFIED COMPLETION DATE – The date on which the contract work is specified to be completed.

1.32 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.33 SUBSTANTIAL COMPLETION – That date as certified by the Engineer/Architect when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

1.34 SUPPLEMENTAL GENERAL CONDITIONS – A part of the Contract Documents consisting of modifications and additions to the General Conditions or Instructions to Bidders that are applicable to a specific projects of procurement agency.

1.35 SUPPLIER – Any person, firm, corporation or organization who supplies Materials or Equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.36 SURETY – The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor.

1.37 TECHNICAL PROVISIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship required for the Project.

1.38 WORK – All labor, equipment and tools necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.39 WORKING DAY When working days are specified, a working day shall be any day from the starting date through the completion of the project except as follows:

a. Saturdays, Sundays, Unified Government holidays, and the dates from December 24 through January 2, inclusive, unless the Contractor requests and receives permission to work on these dates.

b. Days on which adverse weather, or conditions immediately resulting from adverse weather, prevent work on the controlling item for at least 50% of the total daily time.

c. Days on which the current controlling item is delayed or suspended due to acts of the Engineer/Architect for at least 50% of the total daily time.

d. Days on which correction of differing site conditions prevent work on the current controlling item for at least 50% of the total daily time. Differing site conditions shall be those listed in General Condition 16.1.

Only whole days will be counted. On non-working days Contractor may, at his option and with no count against the contract time, pursue any work

not affected by weather or other conditions affecting the controlling item.

The current controlling item is that feature or features of the work which if delayed or prolonged, at the time in question, will delay the completion of the project. The controlling item may be an activity or it may be a curing period or other mandatory waiting period. Working and non-working days shall be determined and recorded at regular intervals by the Engineer/Architect. Contractor shall review calculation of time and resolve any differences with the Engineer/Architect prior to each partial pay submittal.

1.40 WRITTEN NOTICE – Any notice to any party to the Agreement in writing the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work, or so mailed or delivered to the party listed with the Clerk of the District Court of Wyandotte County as the Contractor's Process Agent.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS.

2.1 The Contractor may be furnished additional written instructions and detail drawings, by the Engineer/Architect, as necessary to carry out the Work required by the Contract Documents.

2.2 The Contractor shall carry out the Work in accordance with the additional written instructions and detail drawings.

3. SCHEDULES, REPORTS AND RECORDS FOR PUBLIC PROJECTS.

3.1 The Contractor shall submit to the Engineer/Architect such schedule of quantities and costs, progress schedules, payrolls, reports, estimates record and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2 Prior to the commencement of Work, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates of submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

4. DRAWINGS AND SPECIFICATIONS.

4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and

transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Unified Government.

4.2 In case of conflict between the Drawings and Specifications, the drawings shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Special Conditions shall govern over Technical Provisions and the General Conditions.

4.3 Any discrepancies, inconsistencies, or ambiguities found between the Drawings or Specifications shall be immediately reported to the Engineer/Architect, in writing, who shall promptly correct them in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities, but before correction by the Engineer/Architect, shall be done at the Contractor's risk.

5. SHOP DRAWINGS.

5.1 Where required by the special conditions or technical provisions, the Contractor shall provide to the Engineer/Architect not less than 4 copies of all Shop Drawings which bear the certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. The Contractor shall also note on the Shop Drawings all deviations from the Contract Documents. The Engineer/Architect's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The Engineer/Architect may elect not to review shop drawings not required by the contract documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change order. If the Contractor requires more than 1 copy returned of "approved" or "approved if corrected as noted" drawings, additional copies shall be included in original submittal with all additional copies returned to the Contractor.

5.2 The review action by the Engineer/Architect will be as shown:

Action By <u>Engineer</u>	Retained By <u>Engineer</u>	Required <u>Resubmittal</u>
Approved	3	no
Approved if Corrected as Noted	3	no
Correct and Resubmit	1	yes

Not Approved

1

yes

5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or sample has been approved by the Engineer/Architect. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer/Architect.

6. MATERIALS, SERVICES AND FACILITIES.

6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all Materials, labor, tools, Equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

6.2 Contractor shall furnish only new Material of the type, size, and strength class with all accessories as specified, indicated and/or necessary for a completed project.

6.3 Manufacturer of Material to be incorporated within the project shall be experienced in the design, manufacture, testing, and commercial supplying of the specified materials.

6.4 Materials and Equipment shall be so transported, stored and installed as to insure the preservation of their quality and fitness for the Work. Said transporting, handling and storage shall conform to the Manufacturer's recommendations unless otherwise required in the Contract Documents. Stored Materials and Equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.5 Damaged Materials will be subject to rejection and cannot be incorporated within the project without written approval from the Engineer/Architect.

6.6 Manufactured articles, Materials and Equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the Manufacturer unless otherwise specifically stated in the Contract Documents.

6.7 Contractor shall submit to the Engineer/Architect six (6) copies each of Manufacturer's design, Material specifications, quality control methods, recommended installation instructions, warranties, delivery dates, manufacturing location and if specifically requested samples of Materials to be incorporated within the Project for approval. Purchase of Materials not approved by the Engineer/Architect will be done only at the Contractor's risk.

6.8 Materials, supplies and Equipment shall be in accordance with samples submitted by the

Contractor and approved by the Engineer/Architect.

6.9 Materials, supplies or Equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6.10 Contractor shall require, secure and submit to the Engineer/Architect six (6) copies of all material certifications and test transcripts for all Materials incorporated within the Project. Material testing shall be performed by the Manufacturer's quality control personnel and/or approved independent testing laboratory, all in conformance with applicable and acceptable standards. Provisions shall be made that the Engineer/Architect and/or approved independent test laboratory personnel may witness such tests. Failure of the Engineer/Architect to reject Materials will not be grounds for acceptance if defects are later found; however, all Materials rejected by the Engineer/Architect as unsuitable, nonconforming and/or failing to meet minimum required test results shall not be used and shall be removed from the Project site by the Contractor.

7. INSPECTION AND TESTING.

7.1 All Materials and Equipment used in the construction of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

7.2 Tests and certifications are required to demonstrate that all products installed in the work comply with the specifications. Responsibility for testing shall be as indicated below:

a. City is responsible for acceptance tests on installed products and on products delivered for installation; such as field or laboratory tests for slump, air and strength of concrete, temperature of asphalt mixes, reference and relative density of asphalt mixtures, reference and relative density of embankment and fill material, infiltration/exfiltration test and televising of sewer mains, thickness and surface straight edging, and the like; except for those tests listed in "c." below. Engineer/Architect shall determine the time, location, and frequency of field testing and sampling. Upon request the Unified Government will provide Contractor with one copy of test results.

If Contractor has reasonable objection to the testing laboratory employed by the Unified Government, Contractor shall submit a written protest using the procedure for claims based on procurement officer's actions or omissions.

b. Contractor shall reimburse the Unified Government for tests performed by the Unified Government when the results of those tests do not meet specified limits.

c. Contractor and his suppliers are responsible for process control tests normally conducted at the source of supply, such as certifications of manufactured products, concrete and asphalt mix designs, mixing plant quality monitoring tests, gradation tests of pipe bedding and imported fill material, fertilizer and seed certifications, and the like. Submittal of tests and certifications shall follow the procedures for shop drawings.

Contractor shall be responsible for the following field tests: tightness testing of manholes and sewer lines; mandrel testing of non-rigid sewer mains; start-up, demonstration and adjustment of HVAC, mechanical, electrical, or communication systems; and profilograph testing of concrete and asphalt pavements where required by the technical specifications, special conditions, or drawings. When profilograph testing is ordered by the Engineer because of poor subjective ride quality, compensation for the testing shall be based on General Condition 7.7.

d. Contractor shall employ an independent commercial laboratory, acceptable to the Engineer, to conduct source of supply tests. The laboratory shall have the staff, equipment, qualifications, and experience to perform the tests in accordance with the specified standards.

e. Contractor shall cooperate with Unified Government's field testing and sampling; interrupting, exposing and repairing the work when necessary and providing labor, sample material, and facilities to accommodate the testing and sampling.

7.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer/Architect timely notice of readiness. The Contractor will then furnish the Engineer/Architect the required certificates of inspection, testing or approval.

7.4 Inspections, test or approvals by the Engineer/Architect or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

7.5 The Engineer/Architect and/or his representatives will at all times have access to the Work. In addition, authorized representatives

and agents of any participating Federal, State or local agency shall be permitted to inspect all Work, Materials, payrolls, records of personnel, invoices of Material, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

7.6 If any Work is covered contrary to the instructions of the Engineer/Architect or his project representative, or if Work is covered prior to inspection required by the Contract Documents, said Work must, if requested by the Engineer/Architect, be uncovered for inspection and replaced at the Contractor's expense

7.7 If after the Work is covered in accordance with the Engineer/Architect's instructions and the requirements of the Contract Documents the Engineer/Architect subsequently issues instructions to uncover the Work for inspection, the contractor shall uncover the Work in question. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, inspection and reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, inspection, and reconstruction and an appropriate Change Order shall be issued

8. SUBSTITUTIONS.

8.1 Whenever Material or Equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and not to limit competition, and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer/Architect, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer/Architect may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The contractor warrants that if substitutes are approved, no

major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

9. PATENTS.

9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Unified Government, Engineer/Architect, or Consultants harmless from loss on account thereof, except that the Unified Government shall be responsible for any such loss when a particular process, design, or the product of a particular Manufacturer or Manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer/Architect.

10. CONSTRUCTION STAKING.

10.1 The Contractor shall perform all construction staking; completed staking shall be reviewed by the Engineer/Architect before work commences

10.2 The Owner will furnish necessary boundary surveys and establish all baselines for locating the principal component parts of the Work, together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents.

10.3 The Contractor shall retain or provide a Land Surveyor, licensed to practice in the State of Kansas, to develop and make any detailed surveys necessary for the construction of the Work.

10.4 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction by his operations, or those of his Subcontractors or Material suppliers, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

11. PROTECTION OF WORK, PROPERTY AND PERSONS.

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction.

He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities forty-eight (48) hours in advance when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Unified Government or the Engineer/Architect or consultant or anyone employed by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer/Architect or Unified Government, shall act to prevent threatened damage, injury or loss. He will give the Engineer/Architect prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR.

12.1 The Contractor will supervise inspect and direct the Work. He will be solely responsible for the means methods, techniques, procedures and safety of construction. Except where limited by the Engineer/Architect's authority to adjust schedule to meet objectives listed in Condition 33.2, the Contractor shall be responsible for sequence of the work. The Contractor will employ and maintain on the Work a qualified superintendent who has full knowledge of and prior experience with the Materials and methods necessary to conform with the terms of and intent of these Contract Documents and who shall have been designated to the Engineer/Architect in writing by the Contractor as the Contractor's representative at the site. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times.

12.2 The Contractor shall not change the superintendent without prior approval of the Engineer/Architect, except if the superintendent leaves the Contractor's employment.

13. CHANGES.

13.1 CHANGE ORDER – The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or

indicated to be a Change Order, may order:

- a. changes in the work within the scope of the Contract Documents; and
- b. changes in the time for performance of the Work that do not alter the scope of the Contract Documents.

13.2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE – If any such Change Order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Work under these Contract Documents, whether or not changed by the order, an adjustment shall be made and the Contract Documents modified in writing accordingly. Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of these Contract Documents. (Section 14 of the General Conditions).

Failure of the parties to agree to an adjustment shall not excuse a Contractor from proceeding with the Work as changed, provided that the Unified Government promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the Work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

13.3 WRITTEN CERTIFICATION – The Contractor shall not perform any Change Order in excess of \$500 unless it bears, or the Contractor has separately received, a written certification, signed by the Fiscal Officer, that funds are available therefore; and, if acting in good faith, the Contractor may rely upon the validity of such certification.

13.4 TIME PERIOD FOR CLAIM – Within 30 days after receipt of a written Change Order under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the Unified Government is prejudiced by the delay in notification.

13.5 CLAIM BARRED AFTER FINAL PAYMENT – No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under these Contractor Documents.

13.6 CLAIMS NOT BARRED – In the absence of such a Change Order, nothing in the Contract Documents shall restrict the Contractor's right to pursue a claim arising under the Contract Documents if pursued in accordance with the Clause entitled "Claims Based on a Procurement Officer's Actions or Omissions" (Section 22 of the General Conditions) or for breach of contract.

14. PRICE ADJUSTMENT.

14.1 PRICE ADJUSTMENT METHODS – Any adjustment in Contract Price pursuant to clauses in these Contract Documents shall be made in one or more of the following ways:

- a. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- b. by unit prices specified in the Contract Documents or subsequently agreed upon;
- c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract Documents or subsequently agreed upon;
- d. in such other manner as the parties may mutually agree; or
- e. in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of cost attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Article 7 (Cost Principles) and subject to the provisions of Article 9

(Legal and Contractual Remedies) of the Procurement Code.

14.2 SUBMISSION OF COST OR PRICING DATA – The Contractor shall submit cost or pricing data for any price adjustments subject to the provisions of Section 3-303 (Cost or Pricing Data) of the Procurement Code.

15. VARIATIONS IN ESTIMATED QUANTITIES.

15.1 VARIATIONS REQUIRING ADJUSTMENTS – Where the quantity of a pay item in these Contract Documents is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in these Contract Documents, an adjustment in the Contract Price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an incr

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ase in the time necessary for completion, the Procurement Officer shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement, ascertain the

facts and make such adjustment for extending the completion date as in the judgment of the Procurement Officer the findings justify.

15.2 ADJUSTMENTS OF PRICE – Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. (Section 14 of the General Conditions).

16. DIFFERING SITE CONDITIONS, PRICE ADJUSTMENTS.

16.1 NOTICE – The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer/Architect of:

a. subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents; or

b. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in these Contract Documents.

16.2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE – After receipt of such notice, the Engineer/Architect shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the Contractor's cost of, or the time required for, performance of any part of the Work under these Contract Documents, whether or not changed as a result of such conditions, an adjustment shall be made and the Contract Documents modified in writing accordingly. Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. (Section 14 of the General Conditions.)

16.3 TIMELINESS OF CLAIM – No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in this clause; provided, however, that the time prescribed therefore may be extended by the Procurement Officer in writing.

16.4 NO CLAIM AFTER FINAL PAYMENT – No claim by the Contractor for an adjustment thereunder shall be allowed if asserted after final payment under these Contract Documents.

16.5 KNOWLEDGE – Nothing contained in this clause shall be grounds for an adjustment in compensation if the Contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

17. TIME FOR COMPLETION.

17.1 The date beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Contract Time shall commence on a date specified in the

Notice to Proceed.

17.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Unified Government that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

18. TERMINATION FOR DEFAULT FOR NON-PERFORMANCE OR DELAY – DAMAGES FOR DELAY – TIME EXTENSIONS.

18.1 DEFAULT – If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will assure its completion within the time specified in these Contract Documents, or any extension thereof, fails to complete said Work within such time, or commits any other substantial breach of these Contract Documents, and further fails within 14 days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor's right to proceed with the Work or such part of the Work as to which there has been delay. In such event the Unified Government may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the Work, such Materials, appliances, and plant as may be on the site of the Work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's sureties shall be liable for any damage to the Unified Government resulting from the Contractor's refusal or failure to complete the work within the specified time.

18.2 LIQUIDATED DAMAGES UPON TERMINATION – If fixed and agreed liquidated damages are provided in these Contract Documents, and if the Unified Government so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the Work.

18.3 LIQUIDATED DAMAGES IN ABSENCE OF TERMINATION – If fixed and agreed liquidated damages are provided in the Contract Documents, and if the Unified Government does not terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted.

18.4 TIME EXTENSION – The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

a. the delay in the completion of the Work arises from causes such as: acts of God; acts of the public enemy; acts of the Unified Government or any other governmental entity in either a sovereign or contractual capacity; acts of another Contractor in the performance of a contract with the Unified Government; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of Subcontractors due to causes similar to those set forth above; or shortage of Materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of Materials, unless the Contractor furnishes to the Engineer/Architect proof that the Contractor has diligently made every effort to obtain such Materials from all known sources within reasonable reach of the Work, and further proof that the inability to obtain such Materials when originally planned did in fact cause a delay in final completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations; and

b. the Contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the Contract Documents), notifies the Engineer/Architect in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.

18.5 ERRONEOUS TERMINATION FOR DEFAULT – If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issue pursuant to the Termination for Convenience clause. (Section 23 of the General Conditions.)

18.6 Where the Contractor's services have been so terminated by the Unified Government, said termination shall not affect any right of the Unified Government against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Unified Government will not release the Contractor from compliance with the Contract Documents.

18.7 ADDITIONAL RIGHTS AND REMEDIES – The rights and remedies of the Unified Government provided in this clause are in

addition to any other rights and remedies provided by law or under these Contract Documents.

19. SPECIFIC ACTS CONSTITUTING SUBSTANTIAL BREACH.

19.1 The following acts committed by the Contractor will constitute a substantial breach of the Contract Documents and may result in termination of the Work.

- a. If the Contractor is adjudged bankrupt or insolvent.
- b. If the Contractor makes a general assignment for the benefit of his creditors.
- c. If a trustee or receiver is appointed for the Contractor or any of his property.
- d. If the Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws.
- e. If Contractor repeatedly fails to supply sufficient skilled workmen or suitable Material or Equipment.
- f. If the Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, Material or Equipment.
- g. If the Contractor disregards ordinances, rules, regulations or orders of any public body having jurisdiction of the Work.
- h. If the Contractor disregards the authority of the Purchasing Officer or consultant.

19.2 Acts other than those specified in 19.1 may constitute substantial breach.

19.3 The procedure for termination for substantial breach of the Contract Documents shall be in accordance with the clause entitled "Termination for Default for Non-performance or Delay – Damages for Delay – Time Extensions" (Section 18 of General Conditions).

20. CORRECTION OF WORK.

20.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer/Architect for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Unified Government and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.

20.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of

Written Notice, the Unified Government may remove such Work and store the Materials, at the expense of the Contractor.

21. SUSPENSION OF WORK.

21.1 SUSPENSION FOR CONVENIENCE - The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the Unified Government.

21.2 ADJUSTMENT OF COST – If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Procurement Officer in the administration of these Contract Documents, or by the failure of the Procurement Officer to act within the time specified in these Contract Documents (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of these Contract Documents necessarily caused by such unreasonable suspension, delay, or interruption and the Contract Documents modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

- a. that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or
- b. for which an adjustment is provided for or excluded under any other provision of these Contract Documents.

21.3 TIME RESTRICTION ON CLAIM – No claim under this clause shall be allowed:

- a. for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- b. unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract Documents.

21.4 ADJUSTMENTS OF PRICE – Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of These Contract Documents. (Section 14 of the General Conditions.)

22. CLAIMS BASED ON A PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS.

22.1 NOTICE OF CLAIM – If any action or omission on the part of the Procurement

Officer requiring a performance change within the scope of the Contract Documents constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the Work in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion, provided:

a. The Contractor shall have given Written Notice to the Procurement Officer:

- i. prior to the commencement of the Work involved, if at that time the Contractor knows of the occurrence of such action or omission;
- ii. within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the Work; or
- iii. within such further time as may be allowed by the Procurement Officer in writing.

b. The notice required by Subparagraph (22.1.a.) of this paragraph described as clearly as practicable at the time the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and

c. The Contractor maintains, and upon request makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

22.2 LIMITATION OF CLAUSE – Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any Unified Government officers and any Contractors from acting in collusion or bad faith in issuing or performing Change Orders which are clearly not within the scope of the Contract Documents.

22.3 ADJUSTMENTS OF PRICE – Any adjustment in the Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of these Contract documents. (Section 14 of the General Conditions.)

23. TERMINATION FOR CONVENIENCE.

23.1 TERMINATION – The Unified Government

may, when the interests of the Unified Government so require, terminate the Unified Government's obligations under these Contract Documents, in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

23.2 CONTRACTOR'S OBLIGATIONS – The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated obligations. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated obligations. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Unified Government. The Contractor must still complete the obligation not terminated by the notice of termination and may incur obligations as necessary to do so.

23.3 RIGHT TO CONSTRUCTION AND SUPPLIES – The Procurement Officer may require the Contractor to transfer title and deliver to the Unified Government in the manner and to the extent directed by the Procurement Officer:

- a. any completed construction; and
- b. such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called 'Construction Material') as the Contractor has specifically produced or specially acquired for the performance of the terminated obligation(s).

The Contractor shall protect and preserve property in the possession of the Contractor in which the Unified Government has an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such construction, supplies, and Construction Materials in accordance with the standards of K.S.A. 84-2-706. This in no way implies that the Unified

Government has breached the Contract Documents by exercise of the Termination for Convenience Clause.

23.4 COMPENSATION

- a. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience, together with cost or pricing data, submitted to the extent required by Section 3-303 (Cost or Pricing Data) of the

Procurement Code, bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with Subparagraph I of this Paragraph.

b. The Procurement Officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data submitted as required by Section 3-303 (Cost or Pricing Data) of the Procurement Code and that the settlement does not exceed the total Contract Price plus settlement costs reduced by payments previously made by the Unified Government, the proceeds of any sales of construction, supplies, and Construction Materials under Paragraph 23.3 of these General Conditions, and the Contract Price of the Work not terminated.

c. Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:

- i. with respect to all contract Work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:

A. the cost of such Work plus a fair and reasonable profit on such portion of the Work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such Work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Work would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

B. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 23.2 of these General Conditions. These costs must not include costs paid in accordance with Subparagraph (c.i.A) of this Paragraph;

C. the reasonable settlement costs of the

Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated obligation(s) and for the termination and settlement of subcontracts there-under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated obligations.

ii. The total sum to be paid the Contractor under this Paragraph shall not exceed the total Contract Price plus the reasonable settlement costs of the Contractor reduced by the amount of any sales of construction, supplies, and Construction Materials under Paragraph 23.3 of these General Conditions, and the Contract Price of Work not terminated.

d. Cost claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Procurement Regulations.

24. LIQUIDATED DAMAGES.

24.1 When the Contractor fails to complete the Work or any portion of the Work within the time or times fixed in the Contract Documents, the Contractor shall pay to the Unified Government the amount listed in the Agreement as Liquidated Damages for each calendar day of delay pursuant to the "Termination for Default for Non-performance or Delay – Damages for Delay – Time Extensions" clause. (Section 18 of the General Conditions.)

25. PAYMENTS FOR WORK PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

25.1 At least twenty (20) days before each progress payment falls due, the Contractor may submit, but not more than once a month, to the Engineer/Architect a partial payment estimate on a form suitable to the Engineer/Architect, filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer/Architect may reasonably require. The Engineer/Architect will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Procurement Officer, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make

the necessary corrections and resubmit the partial payment estimate. The Unified Government will, within thirty (30) days of presentation to the Procurement Officer of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Unified Government will retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Procurement Officer at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage on the current and remaining estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion.

25.2 Prior to Substantial Completion, the Unified Government, with the approval of the Engineer/Architect, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

25.3 Upon completion and acceptance of the work, the Engineer/Architect shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Unified Government, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

25.4 The Contractor will indemnify and save the Unified Government and the Engineer/Architect, and their agents and employees harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. Prior to final payment and prior to any progress payment when so requested by the Unified Government, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Unified Government may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Unified Government to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by

the Unified Government shall be considered as a payment made under the Contract Documents by the Unified Government to the Contractor and the Unified Government shall not be liable to the Contractor for any such payments made in good faith.

26. ACCEPTANCE OF FINAL PAYMENT AS RELEASE.

26.1 The acceptance by the Contractor of final payment shall be made and shall operate as a release to the Unified Government of all claims and all liability to the Contractor, other than claims in stated amounts as may be specifically excepted by the Contractor, for all things done or furnished in connection with this Work and for every act and neglect of the Unified Government and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

27. INSURANCE.

27.1 The Contractor shall purchase and maintain during the term of this contract such insurance as will protect him and the Unified Government of Wyandotte County/Kansas City, Kansas, from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Unified Government of Wyandotte County/Kansas City, Kansas, shall be identified as an additional insured or provided with an owner's protective policy written on an occurrence basis on coverage set forth in Section 27.3 of this clause.

- a. Claims under workman's compensation disability benefit and other similar employee benefits;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

27.2 Certificates of insurance acceptable to the Unified Government shall be filed with the Unified

Government within ten (10) days of the Notice of the Award. These Certificates shall contain a provision that states, "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. At the discretion of the Unified Government, the Contractor shall file copies of endorsed insurance policies with the Unified Government prior to commencement of the Work.

27.3 The Contractor shall procure and maintain Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him and the Unified Government of Wyandotte County/Kansas City, Kansas, from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him. Insurance may be combined Bodily Injury and Property Damage Liability but in no event shall the limit of liability be less than \$500,000 for all damages arising out of bodily injury, including death, and all property damage sustained by any one person in any one accident, and \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

27.4 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the Unified Government, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor's surety from obligations under the Contract Documents to fully complete the Project.

27.5 The Contractor shall procure and maintain at his own expense, during the Contract Time, in accordance with the provisions of the law of the State of Kansas, Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under these Contract Documents at the site of the Project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

27.6 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized

by the Unified Government, the amount of such insurance shall not be less than the Contract price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

27.7 The Contractor, in addition to all other insurance requirements herein, shall procure and maintain insurance in the type and amount as may be required in any license, permit, or agreement obtained for the Project and which is necessary to complete the Work (i.e., Highway Permit, Railroad Crossing Agreement, Corps of Engineers Permit) regardless of who secured the license, permit or agreement.

28. CONTRACT SECURITY.

28.1 Where the contract is in excess of \$50,000.00, the Contractor shall furnish the Unified Government with a Performance Bond in the amount of 100% of the Contract Price. Where the contract is in excess of \$50,000.00, the Contractor shall furnish the Unified Government with a Labor and Material Payment Bond in the amount of 100% of the Contract Price. Bonds shall be delivered within ten (10) days of receipt of Notice of Award. The Performance Bond shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreement of the contract documents. The Payment Bond shall be conditioned upon the prompt payment by the Contractor to all persons supplying labor and Materials in the prosecution of the work provided by the Contract Documents and shall comply with the requirements of K.S.A. 60-1111 including, but not limited to the requirement that it be filed with the Clerk of the Wyandotte County District Court. All bonds shall contain all terms and conditions contained in the provided bond form in the Contract Documents and shall be executed by a surety company authorized to do business in the State of Kansas. Attorneys-in-fact who sign bonds must file with each bond a certified and effective dated copy of the power of attorney form.

28.2 The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Kansas, the contractor shall within ten (10) days substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Unified Government. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Unified Government.

29. ASSIGNMENTS.

29.1 Neither the Contractor nor the Unified Government shall sell, transfer, assign or otherwise dispose of any rights or obligation created by the Contract Documents or any portion thereof, or of his right, title or interest therein or his obligations thereunder, without written consent of the other party.

30. INDEMNIFICATION.

30.1 The Contractor will indemnify and hold harmless the Unified Government and the Engineer/Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

30.2 In any and all claims against the Unified Government and the Engineer/Architect, or their agents and employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefits acts.

30.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer/Architect, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

30.4 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of Materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of Material supply.

31. SEPARATE CONTRACTS AND RIGHT TO ENTER TO PERFORM WORK.

31.1 The Unified Government may perform additional Work related to the Project by itself, or it may execute other Contract Documents containing provisions similar to these. The Contractor shall afford the Unified Government and other Contractors reasonable opportunity for the introduction and storage of their Materials and the execution of their Work, and shall properly connect and coordinate his Work with

theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of the Unified Government or any other Contractor, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such Work that render it unsuitable for such proper execution and results.

31.2 The Unified Government's right to perform work and enter other contracts shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Unified Government or by other Contractors.

31.3 If the performance of additional Work by other Contractors or the Unified Government is not noted in the Contract Documents prior to the execution of the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Unified Government or other Contractors involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in the Clause entitled "Changes" (Section 13 of the General Conditions).

32. SUBCONTRACTING.

32.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

32.2 The Contractor shall not award subcontracts which total more than fifty (50) percent of the Contract Price, without prior written approval of the Unified Government.

32.3 Prior to the execution and delivery of the Contract Documents, the successful Bidder will submit to the Engineer/Architect for Unified Government's acceptance an updated list of the names of Subcontractors and Suppliers proposed for those portions of the Work and designating which Work each is to perform. For the purpose of reporting supplier participation, a reportable supplier is one who provides directly to the general contractor (first tier supplier). The general contractor is not required to report first tier supplier participation if the total purchases from the first tier supplier is less than \$2,500.00. The Affidavit of Intended Utilization has been provided to facilitate this requirement. Failure to submit this form may be interpreted as non-responsiveness and will be grounds for rejection of bids. Upon contract completion, any changes in the list of subcontractors or suppliers used or payment amount must be submitted to Purchasing before final payment will be made.

32.4 Twenty-five (25) days prior to initiation of Work by any Subcontractor and Suppliers the

Contractor shall submit such subcontractor's name to the Engineer/Architect for the Unified Government's approval. Ten (10) days prior to initiation of Work by such Subcontractor or Supplier, the Engineer/Architect shall notify the successful Bidder in writing if either the Unified Government or Engineer/Architect, after due investigation, has reasonable objection to any Subcontractor or Supplier on such list. The failure of the Unified Government or the Engineer/Architect to make objection to Subcontractor or Supplier shall constitute an acceptance of such Subcontractor or Supplier, but shall not constitute a waiver of any right of the Unified Government or the Engineer/Architect to reject defective Work, Material or Equipment, not in conformance with the requirements of the Contract Documents.

32.5 The Contractor will not make any substitution for any Subcontractor or Supplier who has been accepted by the Unified Government Engineer/Architect, unless the Engineer/Architect approves such a change in writing. The Contractor Utilization Plan may be used to facilitate this requirement. The failure of the Unified Government or the Engineer/Architect to make objection to Subcontractors or Suppliers shall constitute an acceptance of such Subcontractor or Supplier, but shall not constitute a waiver of any right of the Unified Government or the Engineer/Architect to reject defective Work, Material or Equipment, not in conformance with the requirements of the Contract Documents.

32.6 The Contractor shall be fully responsible to the Unified Government for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

32.7 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractor and to give the Contractor the same power as regards terminating any subcontract that the Unified Government may exercise over the Contractor under any provisions of the Contract Documents.

32.8 Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the Unified Government.

33. ENGINEER/ARCHITECT'S AUTHORITY.

33.1 The Engineer/Architect shall act as the Unified Government's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of Materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner and

shall not be held liable for the result of any interpretation or decision rendered in good faith.

33.2 The Engineer/Architect shall not and will not be responsible for the Contractor's construction means, controls, techniques, sequences, procedures, or safety. Except the Engineer/Architect may direct the sequencing, phasing and date of performance of the work and may change the location and quantities of the work as necessary to meet the objectives listed below. No additional payment shall be made for delays arising from changes to sequence, phasing or date of performance that could be reasonably anticipated from the nature, location and time of year of the work.

- a. To ensure the completion of priority elements of the project within the funds available;
- b. To ensure the least practicable inconvenience to the public;
- c. To ensure the compliance with weather and seasonal limitations;
- d. To ensure the timely completion of field quality control testing and visual inspections;
- e. To ensure the coordination of work of other contractors, utilities or Unified Government crews in the best interest of the Unified Government.

33.3 The Engineer/Architect shall promptly make decisions relative to interpretation of the Contract Documents.

33.4 The Engineer/Architect may make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

34. PROJECT REPRESENTATIVE.

The Engineer/Architect may provide one or more full time Project Representatives to assist the Engineer/Architect in carrying out his responsibilities at the site. The duties, responsibilities, and limitations of any such Project Representative shall be as follows:

34.1 Liaison

- a. Serve as the Engineer/Architect's liaison with the Contractor working principally through the Contractor's superintendent.
- b. Cooperate with the Contractor in his dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
- c. Assist the Engineer/Architect in obtaining from the Unified Government additional details or information, when required at the job site for proper execution

of the Work.

34.2 Review of Work

- a. Conduct on-site observations of the Work in progress for the Engineer/Architect as a basis for determining that the project is proceeding in accordance with the Contract Documents, and report to the Engineer/Architect whenever he believes that the Work should be stopped to insure that the completed Project will comply with the requirements of the Contract Documents.
- b. Verify that tests, including equipment and systems start up, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to the Engineer/Architect appropriate details relative to the test procedures and start ups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Engineer/Architect.

34.3 Interpretation of Contract Documents

- a. Transmit to the Contractor the Engineer/Architect's interpretations of the Contract Documents.

34.4 Records

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents including all Addenda, Change Orders, and additional Drawings issued subsequent to the award of the contract, the Engineer/Architect's interpretations of the Contract Documents, progress reports, and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the cases of observing test procedures.
- c. Maintain a set of Drawings on which authorized changes are noted, and deliver to the Engineer/Architect at the completion of the project.

34.5 Guarantees, Certificates, Maintenance and Operation Manuals

- a. During the course of the Work, assemble guarantees, certificates, maintenance operation manuals and other required data furnished by the Contractor

and upon acceptance of the Project, deliver these documents to the Engineer/Architect for his review and forwarding to the Unified Government.

34.6 Completion

- a. Prior to review for completion, submit to the Contractor a list of observed items requiring correction.
- b. Conduct final review in the company of the Engineer/Architect and the Unified Government and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to the Engineer/Architect concerning acceptance.

34.7 Limitation of Authority – Except upon written instructions of the Engineer/Architect, the Project Representative:

- a. Shall not authorize any deviation from the Contract Documents.
- b. Shall not undertake any of the responsibilities of the Contractor, the Subcontractors or the Contractor's Superintendent.
- c. Shall not expedite the Work for the Contractor.
- d. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Shall not authorize the Unified Government to occupy the Project in whole or in part.

35. LAND AND RIGHTS-OF-WAY.

35.1 Prior to issuance of Notice to Proceed, the Unified Government will have obtained all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise set forth in the Special Conditions or by Change Order.

35.2 The Unified Government shall provide to the Contractor written information which delineates and describes the land owned and rights-of-way acquired and any special requirements contained therein. (Shown on the drawings and/or in the Special Conditions.)

35.3 The Contractor shall provide at his own expense and without liability to the Unified Government any additional land and access thereto that the Contractor may desire for temporary construction facilities, for storage of Materials or for additional working area.

36. PERMITS AND LICENSES.

36.1 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Special Conditions. The Contractor shall comply with all requirements, furnish required bonds, carry required insurance, pay all inspection fees and comply otherwise with all requirements of all permits and licenses regardless of whom obtained same. Copies of permits and licenses obtained by others, if not included in the Contract Documents, are available at the Engineer/Architect's office during regular business hours. 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.

36.2 If the Contractor observes that the Contract Documents are at variance with other requirements, the Contractor shall promptly notify the Engineer/Architect in writing, and any necessary changes shall be adjusted in accordance with the Clause entitled "Changes" (Section 13 of the General Conditions).

37. GUARANTY.

37.1 The Contractor shall guarantee all Materials and Equipment furnished and Work performed. Furthermore, commencing on the Date the Unified Government accepts all Work, the Contractor also warrants and guarantees for a minimum of one year or such longer period as may be established for specific products or installations by the technical provisions that the accepted Work is free from all defects due to faulty Materials, Equipment or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects and the repairs of any damage to other parts of the Work, including damage to adjacent existing improvements, utilities, pavement and so forth, resulting from such defects. All Materials, Equipment or Work incorporated in correcting such defects shall also be warranted and guaranteed to conform with the Contract Documents for the applicable guarantee period in the Supplemental General Conditions.

37.2 The Unified Government will give Written Notice to the Contractor of observed defects with reasonable promptness. If for any reason the Contractor shall fail to make any such repairs, adjustments, including other Work that may be made necessary by such defects, within twenty (20) days after date such notice is served upon the Contractor, the Unified Government will have the right and authority to correct or cause the correction of the defects, including that which may be made necessary by said defects, and charge the Contractor for all costs thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

38. DISPUTES.

38.1 All controversies between the Unified Government and the Contractor which arise under, or are by virtue of these Contract Documents and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

38.2 The Procurement Officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

38.3 Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

38.4 The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of the Work pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of these Contract Documents, except where there has been a material breach of the Contract Documents by the Unified Government, provided, however, that in any event the Contractor shall proceed diligently with the performance of the Work where the Purchasing Director or head of a Purchasing Agency has made a written determination that continuation of Work under the Contract Documents is essential to the public health and safety.

39. TAXES.

39.1 Sales and compensating tax exemption certificate number will be provided by the Unified Government to the Contractor as set forth in K.S.A. 79-3606 (d) and (e), as may be amended.

39.2 If for any reason the exemption certificate number is not furnished the Contractor, the Unified Government will, upon Written Notice from the Contractor, execute a Change Order to compensate the Contractor for such sales and compensating taxes which would otherwise be legally exempted by said certificate number. (Section 13 of the General Conditions). Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of these Contract Documents (Section 14 of the General Conditions).

40. PROCESS AGENT.

40.1 If the Contractor is an individual,

partnership or unincorporated association and if said Contractor is not a resident of the State of Kansas, said Contractor shall appoint in writing as such Contractor's agent, a resident of the County of Wyandotte, Kansas, as required by K.S.A. 16-113, as amended. Process for the Contractor may be served on such agent in any civil action which arises out of the Contract Documents. The appointment of such agent shall be filed with the Clerk of the District Court of Wyandotte County, Kansas. Any Contractor required hereunder to appoint such an agent shall not receive public moneys pursuant to the Contract Documents until the appointment has been made and filed.

41. SATURDAY, SUNDAY, HOLIDAY AND NIGHT WORK.

41.1 No Work shall be done on Saturday, Sunday, Unified Government designated holidays, or at night, without the written approval or permission of the Engineer/Architect in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of Equipment and public property covered by the Contract Documents. Approval of the Engineer/Architect shall be sought at least forty-eight (48) hours in advance of such Work whenever practicable.

42. PUBLIC CONVENIENCE AND SAFETY.

42.1 The Contractor shall at all times so conduct his Work as to insure the least practicable obstruction to traffic. The convenience of the general public and the residents along the Project, and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner. When it is necessary for residents living along the Project to use a portion of road in the Project area, the Contractor shall maintain within the limits of these specifications, that portion of the road in a suitable condition for pedestrian and vehicular travel.

42.2 The Contractor shall be responsible for all traffic control devices necessary at the Project site, including installation, maintenance and removal of such devices. All traffic control devices supplied by the Contractor shall comply with the standards of the Manual on Uniform Traffic Control Devices, the most current edition, and the Traffic Control Devices Handbook and amendments thereto. The Contractor shall submit a written plan for traffic control during the Project to the Traffic Regulations Division of the Public Works Department for approval prior to the commencement of the Project.

42.3 The Contractor shall contact the Traffic Regulations Division of the Public Works Department prior to any street closure or traffic restriction. The Contractor shall be responsible for notification of the police and fire departments

in emergency traffic restriction situations.

43. PRE-CONSTRUCTION CONFERENCE.

43.1 Following execution of the Agreement between the Unified Government and the Contractor, but prior to the date established in the Notice to Proceed for commencement of the Work, a pre-construction conference shall be held at a date, time and place mutually acceptable to both parties to the Agreement unless otherwise waived by the Engineer/Architect. The conduct of the pre-construction conference is the responsibility of the Engineer/Architect and the prime purpose of the pre-construction conference will be to review the terms and conditions of the Contract Documents. Persons present at the pre-construction conference shall be determined by the Procurement Officer.

44. INTERRUPTION OF SERVICE.

44.1 When making preparations for making correction of the existing system or other work which will interrupt service to the utility users, the Contractor shall notify the affected users, stating the approximate time and duration of interruption of service. The Contractor shall notify the Unified Government authorities and the affected utility companies of any necessary interruption of service and shall limit such interruption to the duration mutually agreeable to all parties.

45. UTILITIES.

45.1 Location, size, material and depth shown on the drawing for existing utilities are based on information furnished by the utility companies from their records. Actual field locations have not been established by the Unified Government or Engineer/Architect. The Contractor shall investigate and verify plan locations and elevation of underground utilities in the field before commencing Work. Should it become necessary to temporarily move, shift, or relocate utility lines for the construction of this Project, the Work shall be arranged and paid for by the Contractor. Should it become necessary to permanently relocate utility lines to allow room for construction of said lines they shall be moved at no cost to the Contractor unless otherwise specified in the Special Conditions. The Contractor shall protect all railroad trackage, ties, ballast, utilities and structures encountered on or adjacent to the line of Work; damage to these facilities caused by the Contractor's Work shall be made good to the owner thereof by the Contractor without incurring any liabilities to the Unified Government or Engineer/Architect.

46. ADDITIONAL COPIES OF PLANS AND SPECIFICATIONS.

46.1 The Unified Government will furnish the Contractor up to 4 sets of Plans and Specifications exclusive of those obtained for bidding. Additional sets will be furnished, upon

request, at the cost of reproduction.

47. WORK ON RAILROAD AND HIGHWAY RIGHTS-OF-WAY.

47.1 Installation of casing pipe, pipelines and appurtenances along or across railroad and highway rights-of-way, shall be made in strict accordance with the instructions and regulations of the respective railroad company, the Kansas Department of Transportation and Kansas Turnpike Authority. The cost of railroad, Kansas Department of Transportation, or Kansas Turnpike Authority inspectors and flagmen shall be borne by the Contractor. Performance Bonds and special insurance coverage required by either or each the railroad, Kansas Department of Transportation, and Kansas Turnpike Authority shall be furnished by the Contractor at no additional cost to the Unified Government.

48. RECORDS.

48.1 The Contractor shall maintain one record copy of all Contract Documents at the site in good order and annotated to show all changes made during the Work, including the location, size and type of exposed improvements and the limits of incompressible soils (rock, shale, etc.). These records shall be available to the Engineer/Architect during progress of the Work and shall be delivered to the Engineer/Architect upon completion of the Project.

49. HISTORICAL OR ARCHAEOLOGICAL DEPOSITS.

49.1 If during the course of construction evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Unified Government who shall notify the Executive Director, Kansas Historical Society. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Unified Government that he may proceed. The Unified Government will issue a Notice to Proceed only after the State official has surveyed the find and made a determination of value and effect and submitted such determination to the Unified Government. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find shall be determined in accordance with the Price Adjustment clause. (Section 14 of General Conditions.)

50. FORTY (40) HOUR WEEK PROVISION.

50.1 Laborers, workmen or mechanics in the employ of the Contractor, Subcontractors or other persons doing or contracting to do the whole or a part of the work contemplated and described in these contract documents shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in any workweek. The basic rate of pay shall not be less than the prevailing rate per hour, as provided elsewhere in these general

conditions. A violation of this condition shall be a violation of that section of the Code Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, that pertains to a forty (40) hour work week and shall be dealt with as provided for therein.

51. INTEREST PAYABLE ON CLAIMS.

51.1 Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to the Contractor shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decisions or judgment, whichever is later.

52. MULTIPLE AWARDS.

52.1 The Unified Government reserves the right to make a multiple award in accordance with R-3-404.02 of the Procurement Regulations. Further, subsequent to award the Unified Government reserves the right to take separate bids if a particular quantity requirements arises which exceeds its normal requirement or amount specified in the Contract Documents, or if the Procurement Officer determines that quantities available under the Contract Documents will not meet a nonrecurring special need of the Unified

Government. The Unified Government also reserves the right to procure internally.

53. INACCURATE PRICING DATA.

53.1 These Contract Documents may require submission by the Contractor of current cost or pricing data in accordance with Section 3-303 et. seq. of the Procurement Code. Such data will be required to be certified to by Contractor. Should the data certified by subsequently found to have been inaccurate, incomplete or noncurrent the Unified Government shall be entitled to an adjustment of the Contract Price, to exclude any significant sum by which the price was decreased because of the defective data. The price adjustment shall be done in accordance with R-3-303.06 of the Procurement Regulations.

54. PREVAILING WAGE RATE.

54.1 All construction projects in excess of \$15,000 shall be subject to the following provisions:

- a. The Contractor and Subcontractors shall define the jobs of workmen, laborers and craftsmen engaged in construction activities on this project by classifications listed in the United States Department of Labor General Wage Decision for Wyandotte County, Kansas. The Contractor and Subcontractors shall pay employees performing work on the job site at a rate not less than the current prevailing per diem wage rate applicable to each job classification, except as modified in 54.1 (b).

b. Apprentices and trainees registered in training programs approved by the Department of Labor, may be paid less, but not less than seventy percent (70%) of the applicable rate. Training certificate must accompany the weekly payroll reports.

c. Contractor shall submit weekly reports evidencing compliance. Each report shall be submitted no more than seven (7) days after the pay date which it documents; the reports shall be on a form approved by the Unified Government. No payments will be made unless weekly reports are current and approved by the Unified Government Construction Compliance Officer.

In addition to withholding payments for work previously performed, failure to submit weekly reports within the time period set forth in this contract document may result in the imposition of a fine pursuant to and as set forth in Ordinance No. 65739 and regulations adopted pursuant thereto. Information regarding fines may be provided at the preconstruction conference, is contained in applicable ordinances and regulations, and is available upon request.

d. Unified Government Construction Compliance Officer will be contacting and interviewing all employees on the job site to assure compliance.

54.2 The prevailing per diem wage rate is the required wages and fringe benefits on federal and federally assisted construction projects as determined by the United States Department of Labor in the General Wage Decision for Wyandotte County, Kansas which is current and effective ten days prior to the bid date. Bidders may rely on the wage decision or modification distributed at the pre-bid conference.

55. REMOVAL OF EMPLOYEES.

55.1 All Work under these Contract Documents shall be performed in a skillful and workmanlike manner. The Engineer/Architect may, in writing, require Contractor to remove from the Work any employee or supervisory personnel the Engineer/Architect deems incompetent or otherwise objectionable.

56. NONDISCRIMINATION IN EMPLOYMENT. PROVISIONS MANDATED BY LOCAL, STATE AND FEDERAL GOVERNMENTS.

During the Performance of this contract, the Contractor agrees as follows:

56.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited, to the following: employment, upgrading, demotion,

or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this non-discrimination clause.

56.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

56.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

56.4 The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

56.5 If the Contractor shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation or suspension or declaration of ineligibility.

56.6 The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this contract and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto); the Kansas Act Against Discrimination (KSA §

44-1001 through 1004, 1992 Supp. And amendments thereto); Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and §§ 18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

56.7 The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

56.8 The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Agreement.

57. REVISIONS TO STANDARD GENERAL CONDITIONS.

57.1 Modifications to these General Conditions, if any, are made in the Supplemental Conditions. The Supplemental Conditions may contain additional conditions that are not modifications of a General Condition.

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 WAGE RATES, SEC 54.1, 16
 WARRANTY PERIOD, SEC 37.1, 14
 WARRANTY, CITY'S RIGHTS, SEC 37.2, 14
 WEEKEND AND HOLIDAY WORK, SEC 41.1, 15
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SUPPLEMENTAL GENERAL CONDITIONS

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
ENGINEERING DIVISION
SUPPLEMENTAL GENERAL CONDITIONS**

These Supplemental General Conditions amend or supplement the General Conditions. All provisions which are not so amended or supplemented remain in full force and effect.

A. Pertaining to section 1, Definitions, of the General Conditions:

1. In section 1.9, CONTRACT DOCUMENTS, insert, "Standard Details, and Technical Specifications", after, "Technical Provisions."
2. In section 1.14, DRAWINGS, insert, ", including Standard Details", after, "Engineer/Architect."
3. In section 1.27, PROJECT REPRESENTATIVE, insert, "or RESIDENT PROJECT REPRESENTATIVE", after, "PROJECT REPRESENTATIVE."
4. In section 1.29, SPECIFICATIONS, insert, "and Technical Specifications", after, "Special Conditions."

B. Pertaining to section 1, Definitions, of the General Conditions: insert the following new paragraphs immediately after paragraph 1.40:

"1.41 STANDARD DETAILS – The part of the Contract Documents which show a common or repeated construction activity or practice required for the Project.

"1.42 TECHNICAL SPECIFICATIONS – A part of the Contract Documents consisting of written descriptions of a technical nature of materials equipment, construction systems, standards and workmanship required for the Project and which have been prepared and/or approved by the Engineer/Architect."

C. Pertaining to section 3, Schedules, Reports and Records for Public Projects, of the General Conditions, insert the following new paragraph immediately after paragraph 3.3:

"3.4 The Contractor shall prepare a detailed work schedule indicating the Work tasks and location(s) of work to be performed. Contractor shall submit the schedule to the Engineer electronically via email at least 48 hours before the schedule is to take effect."

D. Pertaining to section 7, Inspection and Testing, of the General Conditions, replace "City" in the first sentence of Paragraph 7.2, a. with "Contractor."

- F. Pertaining to section 14, Price Adjustment, of the General Conditions, replace “Section 3-303” in the first sentence of Paragraph 14.2 with “Section 29-200.”
- G. Pertaining to section 25, Payments for Work Performed in Accordance with the Contract Documents, of the General Conditions, add the following new paragraph immediately after paragraph 25.1:
- “If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Unified Government has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Unified Government’s interest therein, all of which must be satisfactory to the Unified Government. Payments for stored materials and equipment shall be based only upon the actual cost to Contractor of the materials and equipment and shall not include any overhead or profit to Contractor. Partial payments will not be made for undelivered materials or equipment.”
- H. Pertaining to section 32, Subcontracting, of the General Conditions, replace “shall not” in Paragraph 32.2 with “may.” This applies only to the Facility Repairs Agreement.
- I. Pertaining to section 36, Permits and Licenses, of the General Conditions, add the following new paragraph at the end of Paragraph 36.1:
- “Fees for permits of a temporary nature necessary for the prosecution of the Work issued by the Unified Government will be waived by the Unified Government for this project.”
- J. Pertaining to section 41, Saturday, Sunday, Holiday and Night Work, of the General Conditions, insert, “(between 7:00 pm and 7:00 am)” in paragraph 41.1 after “or at night”.
- K. Pertaining to section 52, Multiple Awards, of the General Conditions, replace the first sentence of Paragraph 52.1 with the following:
- “The Unified Government reserves the right to make multiple awards.”
- L. Pertaining to section 53, Inaccurate Pricing Data, of the General Conditions, replace “Section 3-303” in the first sentence of Paragraph 53.1 with “Section 29-200.”
- M. Pertaining to section 54, Prevailing Wage Rate, of the General Conditions, add

the following new paragraph immediately after paragraph 54.2:

“In conformance with state law, HB No. 2069, prevailing wage rates are part of this solicitation and shall be incorporated into any resulting contract.”

- N. Pertaining to section 55, Removal of Employees, of the General Conditions, add the following new paragraphs immediately after paragraph 55.1:

“55.2 All workers directly involved in construction on site must have completed a ten-hour OSHA training course provided by an OSHA-authorized provider. Contractors and subcontractors are responsible for verifying that all construction personnel on site meet this requirement.

“55.3 Contractors and subcontractors must have a drug and alcohol abuse prevention policy designed to ensure that no person performing construction work does so under the influence of alcohol and drugs.”

FORMS

RELATIONS BETWEEN CONTRACTOR AND LABOR

The Contractor shall make a good faith effort to employ local labor within the Kansas City, Kansas Area insofar as it is available, for all work, except key positions. For purposes of this subparagraph, "local labor" is defined as resident of the Kansas City, Kansas Area for three (3) months next preceding the letting of this contract. "Key Position" is defined as superintendent, foreman, or timekeeper. If local labor is not available in sufficient quantities within the Kansas City, Kansas Area to prosecute and complete the work sufficiently, the Contractor may recruit labor from outside the area, only after he or she has satisfied the Engineer that a good faith attempt has been made to recruit local labor and only with the permission of the Engineer. It shall be understood that in the event of a reduction in labor force, preference will automatically be given to local residents of the Kansas City, Kansas area..

COPELAND ANTI-KICKBACK ACT

The contractor and all subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

CORE4 TAX CLEARANCE PROCESS & CONTACT LIST

Core4 Tax Clearance Process & Contact List

Tax Clearance Process: The vendor must sign the attached forms RD-C3 form for the City of Kansas City, Missouri and the Multi-Jurisdictional Core 4 Property Tax Clearance Certification and e-mail or fax to the numbers listed below. The vendor should receive a letter or notice from the City of Kansas City, Missouri Revenue Department that certifies that their taxes are current. (Sample letter attached) Next the vendor should fill out the attached Multi-Jurisdictional Core 4 form and e-mail or fax to Jackson County, Johnson County and the Unified Government of Wyandotte County/Kansas City, Kansas. The vendor should receive three (3) responses from those entities that they are tax compliant. Those responses along with the letter from Kansas City, Missouri must be presented to the Unified Government Department of Procurement and Contract Compliance PRIOR to the Unified Government of Wyandotte County/Kansas City, Kansas issuing a Notice to Proceed to the successful vendor.



Jackson County, MO

Primary: Barbara Casamento, Purchasing Manager, Jackson County
bcasamento@jacksongov.org 816-881-3253



Johnson County, KS

Primary: Greg Baldwin, Deputy Treasurer, Johnson County, KS
taxinfo@jocogov.org 913-715-2609

Back Up: TFM-TreasuryServices@jocogov.org



Unified Government of Wyandotte County

Primary: Sharon Reed, Procurement Manager, UG
sreed@wycokck.org, 913-573-5465



Kansas City, MO

Primary: Cassy Midgyett, Interim Administrator Supervisor, Kansas City, MO
cassy.midgyett@kcmo.org 816-513-4929

Back Up: Eric Davison, Financial Manager of Operations, Kansas City, MO
Eric.davison@kcmo.org 816-513-4927

PROPERTY TAX CLEARANCE CERTIFICATION AND FORMS

MULTI-JURISDICTION- CORE4
PROPERTY TAX CLEARANCE CERTIFICATION

(Jackson County, MO, Unified Government of Wyandotte County, KS & Johnson County, KS)

Business to Be Certified:

1. Business Name: _____
DBA Name: _____
2. Business Address: _____
Street City, State Zip
3. Contact Information: _____
Phone E-mail

Business Owner/Taxpayer To Be Certified (Attach additional sheets if more owners exist for your business.)

Owner Name: _____

Owner Residence Address: _____
Street City, State Zip

Authorization/Signature

This Authorization shall expire one (1) year from the latest date below certified and is renewed upon agency request.

I, the undersigned Business Owner/Taxpayer, hereby hold each CORE4 entity named below harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information related to this Core4 Tax Clearance Authorization under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Further, I hereby certify that I am the Owner/Taxpayer named herein or that I have the authority to execute this Authorization on behalf of the Owner/Taxpayer hereinabove named.

Owner/Taxpayer

CORE4 CERTIFICATION

I, the undersigned CORE4 representative, do hereby certify that property taxes levied for the preceding year against the owner/taxpayer shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against owner/taxpayer shown above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year;

OR

Tax Clearance Not Granted ☐ Entity _____
Tax Clearance Not Granted ☐ Entity _____
Tax Clearance Not Granted ☐ Entity _____

JACKSON COUNTY, Missouri on this date: _____, by _____
Purchasing Agent/Mgr/ County Designee

UNIFIED GOVERNMENT/ KC, KS on this date: _____, by _____
Contract Compliance Officer/Designee

JOHNSON COUNTY, KS on this date: _____, by _____
County Treasurer/Designee

City of Kansas City, Missouri - Revenue Division
CLEARANCE REQUEST FORM

Phone: (816) 513-1135

Fax: (816) 513-1264

E-file: www.kcmo.org/revenue

Federal ID (FEIN)		
Name (Business Name and DBA)		
Address (include City, State & Zip)		
<input type="checkbox"/> Check this box if you wish to receive this letter by fax	Fax Number	
Request Submitted By (Print Name)	Title (If Applicable)	
Signature	Phone Number	Date

PLEASE ALLOW SEVEN (7) BUSINESS DAYS FOR PROCESSING**PLEASE SEND COMPLETED FORM(S) TO:**Kansas City's Business Customer Service
Center 1118 Oak St.
Kansas City, MO 64106



Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

Phones (816) 513 1135
Fax1 (816) 513 1264
Email1 revenue@kcmo.org
kcmo.gov/revenue

Letter Id1 1.222222222
Date1 09-Jan•2015
Taxpayer Id1 ...*** J204

Tree Trimming LLC
123 Anywhere
KANSAS CITY MO 64134 1916

11•111111111111111111•11P•111111111111111111•111111111111111111

This notice certifies that **Tree Trimming LLC** is current as of this date with all taxes and licenses under the jurisdiction of the City of Kansas City, Mo., Finance Department/Revenue Division.

This is a **SAMPLE** Tax Clearance Letter

Mr. Fred Jones
Commissioner of Revenue

IMPORTANT INFORMATION:

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.

Visit kcmo.gov/quicktax to view the status of your account and for online filing

WAGE RATES

WAGE RATE DETERMINATION

The wage rate determination found on the following pages must be utilized for the duration of the contract. Each class of workers (including workers in subcontracts) must be paid at least the indicated hourly rate and fringe for such class. If worker compensation includes fringe benefits recognized by the U.S. Department of Labor, then verification of payment of these benefits must be made to the Municipality (Owner) with the first submitted payroll report. If worker compensation does not include fringe benefits then workers must be paid the indicated fringe rate in cash.

If a particular class of worker is not listed on the wage rate determination, but is utilized for the project, Standard Form 1444 must be completed by the contractor and submitted to the Municipality (Owner). The U.S. Department of Labor will determine if the wage rate indicated on the submitted Standard Form 1444 is acceptable.

Workers must be paid weekly. Any worker who works more than 40 hours a week must be paid one and one-half times the base pay plus all fringe benefits. Weekly payroll reports shall be submitted to the Municipality (Owner) for every week until the job is complete even if no work is performed.

The Contractor is responsible for all subcontractor compliance and reporting.

"General Decision Number: KS20240161 04/05/2024

Superseded General Decision Number: KS20230161

State: Kansas

Construction Type: Heavy

County: Wyandotte County in Kansas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 14026 generally applies to the contract.• The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 13658 generally applies to the contract.• The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	04/05/2024

CARP1011-001 05/01/2023

	Rates	Fringes
CARPENTER.....	\$ 43.28	21.25

ELEC0271-006 12/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 36.67	17.57

ELEC0304-001 07/02/2023

	Rates	Fringes
LINE CONSTRUCTION (Lineman).....	\$ 48.43	23.88

ENGI0101-049 04/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bobcat/Skid Steer/Skid		
Loader.....	\$ 39.02	21.44
Bulldozer.....	\$ 39.02	21.44
Forklift.....	\$ 39.02	21.44
Grader/Blade.....	\$ 39.02	21.44
Roller.....	\$ 39.02	21.44

* IRON0010-002 04/01/2024

	Rates	Fringes
IRONWORKER.....	\$ 38.00	33.56

LAB01290-003 04/01/2023

	Rates	Fringes
LABORER (Pipelayer).....	\$ 35.36	17.06

 * PLAS0518-003 04/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.61	18.41

 SUKS2022-014 09/15/2022

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 27.39	7.74
LABORER: Common or General.....	\$ 30.73	16.33
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 37.02	19.57
OPERATOR: Crane.....	\$ 34.41	11.22
OPERATOR: Loader.....	\$ 35.63	19.49
TRUCK DRIVER: Dump Truck.....	\$ 32.95	19.49

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"