



CITY COMMISSION AGENDA

MONDAY, MARCH 20, 2023

204 W. 11TH ST. – 5:00 P.M.

AARON THOMPSON – MAYOR
JJ HOWARD – VICE MAYOR
JASON SHOWALTER – COMMISSIONER
BROOK REDLIN – COMMISSIONER
ANN MYERS – COMMISSIONER

1. **CALL TO ORDER**
 - A. Roll Call
 - B. Pledge of Allegiance
2. **PUBLIC COMMENT**

(Members of the audience will have five minutes to present any matter of concern to the Commission. No official action may be taken at this time.)
3. **CONSENT AGENDA**
 - A. 03/06/2023 Commission Meeting Minutes
 - B. Appropriation Ordinances 2023-06; 2023-06A; , 2023-P06
4. **PRESENTATIONS & PROCLAMATIONS**

None scheduled for this meeting.
5. **ORDINANCES AND RESOLUTIONS**
 - A. Resolution 1612 – KDOT Cost Share Grant Application
6. **FORMAL ACTIONS**
 - A. Renewal Property/Vehicle/Liability Insurance
 - B. RFB: Airport Snow Removal Equipment (FAA Grant)
 - C. RFB: Airport Seal & Paint (Pavement Preservation KDOT Grant)
 - D. RFP: Water Storage Tank Maintenance Inspection Program
 - E. RFB: Sewer Main Rehab Project
7. **DISCUSSION ITEMS**

None scheduled for this meeting.
8. **REPORTS**
 - A. City Manager
 - (1) Manager Memo
 - (2) Joint City/County meeting – March 23
 - (3) KMEA 101 – March 29
 - B. City Commissioners
 - C. Mayor
9. **ADJOURNMENT**

- A. City/County Joint Meeting Thursday March 23, 2023 and Next Regular Meeting Monday April 3, 2023

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting. The Public Comment section is to allow members of the public to address the Commission on matters pertaining to any business within the scope of Commission authority and not appearing on the Agenda. Ordinance No. 1730 requires anyone who wishes to address the Commission on a non-agenda item to sign up in advance of the meeting and to provide their name, address, and the subject matter of their comments.



City of Goodland
204 W. 11th Street
Goodland, KS 67735

MEMORANDUM

TO: Mayor Thompson and City Commissioners
FROM: Kent Brown, City Manager
DATE: March 20, 2023
SUBJECT: Agenda Report

Consent Agenda:

- A. 3-6-2023 Commission Meeting Minutes
- B. Appropriation Ordinances 2023-06; 2023-06A; 2023-P06;

RECOMMENDED MOTION: "I move that we approve Consent Agenda items A and B."

Presentations & Proclamations

None this meeting.

Ordinances and Resolutions:

- A. Resolution 1612 – KDOT Cost Share Grant Application

KDOT has another round of cost share grant program for Spring 2023. Staff has revised the proposal to increase chances of a successful application and meet the increased material costs on a per unit basis. Grant application would address the driving lanes of Caldwell Avenue from 10th St. to 17th St. with a mill and overlay project. The program requires a minimum of 15% local match for construction costs. It is understood from KDOT that the higher the percentage of match, the higher the consideration of receiving funding. This application proposes a 20% local match for construction costs. The City will use the resources dedicated to the chip and seal program for 2023 to be the match for the grant application.

RECOMMENDED MOTION: "I move that we approve Resolution 1612, A Resolution declaring the eligibility of the City of Goodland to submit an application to the Kansas Department of Transportation Cost Share Program for the resurfacing of Caldwell Avenue from 10th Street to 17th Street and authorizing the Mayor to sign the application."

Formal Actions

A. Renewal Property/Vehicle/Liability Insurance

The City's property and liability insurance is up for renewal, as our term is from April 1 to March 31 annually. Jacque Livengood of Eklund Insurance, who the City uses to quote various insurance companies, will be at the meeting to answer any questions on the City's insurance quote. Included in the Packet is the premium breakdown from EMC's policy as well as the communication form on this agenda item by City Clerk Mary Volk. Eklunds and staff recommend approving EMC's policy, which has a cost of \$434,947.

RECOMMENDED MOTION: I move that we approve the property and liability insurance policy as presented in the amount of \$434,947 to Eklunds Insurance.

B. RFB: Airport Snow Removal Equipment (FAA Grant)

Darin Neufeld will present the bids received for the Snow Removal Equipment that is being funded by a FAA grant. Bids will be received earlier in the day on Monday.

RECOMMENDED MOTION: I move to approve the bid on Airport Snow Removal Equipment from _____ in the amount of \$ _____ contingent upon FAA approval."

C. RFB: Airport Seal & Paint (Pavement Preservation KDOT Grant)

Darin Neufeld will present the bids received for the Airport Seal & Paint Project funded by a Pavement Preservation Grant from KDOT Aviation. Bids will be received earlier in the day on Monday.

RECOMMENDED MOTION: I move to approve the bid on Airport Seal & Paint Project from _____ in the amount of \$ _____ contingent upon KDOT Aviation approval."

D. RFP: Water Storage Tank Maintenance Inspection Program

Water Superintendent Neal Thornburg will present bid results from the RFP for the Water Storage Tank Maintenance Inspection program. Staff is recommending award to the lowest qualified bidder that meets all the criteria in the RFP, Viking Industrial Painting.

RECOMMENDED MOTION: I move to approve the bid on Water Storage Tank Maintenance Inspection Program from Viking Industrial Painting in the amount of \$15,180 for each annual program as directed by staff."

E. RFB: Sewer Main Rehab Project

Water Superintendent Neal Thornburg will present bid results from the RFP for the Sewer Main Rehab Project. Staff is recommending award to the lowest qualified bidder (and only bidder), Johnson Service Company. See the communication form for financial information regarding the project.

RECOMMENDED MOTION: I move to approve the proposal on Sewer Main Rehab Project from Johnson Service Company in the amount of \$223,653."

Discussion Items

None scheduled for this meeting.

Reports:

A. City Manager

- Manager Memo
- Joint City/County meeting set for March 23
- KMEA 101 – March 29

B. City Commissioners

The Mayor will ask each City Commissioner for their comments or questions for staff on any other topic not on the agenda at this time.

C. Mayor

Mayor will present any comments or questions for staff at this time.

GOODLAND CITY COMMISSION
Regular Meeting

March 6, 2023

5:00 P.M.

Mayor Aaron Thompson called the meeting to order with Vice-Mayor J. J. Howard, Commissioner Jason Showalter, Commissioner Ann Myers and Commissioner Brook Redlin responding to roll call.

Also present were Dustin Bedore – Director of Electric Utilities, Frank Hayes – Chief of Police, Joshua Jordan – IT Director, Kenton Keith – Director of Streets and Facilities, Neal Thornburg – Director of Water and Wastewater, Danny Krayca – Director of Parks, Jake Kling – City Attorney, Mary Volk - City Clerk and Kent Brown - City Manager.

Mayor Thompson led Pledge of Allegiance

PUBLIC COMMENT

- A. Craig Loveless: GRMC Update** – Craig provided GRMC January financial report. Craig stated, salaries and benefits are about 50% of the hospital budget. We currently have 268 days cash on hand, target is 120 days. Anticipate this reserve will decrease since there are no more COVID funds available. The average daily census in hospital was four and the emergency room six. For the month, visits in the specialty clinic were 183, specialists billed by GRMC were 112 and our primary care physicians were just over 1,100 for month.

CONSENT AGENDA

- A. 02/21/22 Commission Meeting Minutes**
- B. Appropriation Ordinances: 2023-05, 2023-05A, and 2023-P05**
ON A MOTION by Commissioner Redlin to approve Consent Agenda **seconded** by Commissioner Myers. **MOTION carried on a VOTE of 5-0.**

PRESENTATIONS & PROCLAMATIONS

- A. Tess Smith: GAC Update & GAC Project Update** – Tess provided participation numbers for 2021-2022 programs. Tess stated, spin bike class was recently added. We have fifteen bikes that are all highly utilized. We tied into SCCD concert last summer for Back to School Bash, which we plan to continue. Current membership at GAC is fifty-three short term and 236 yearly memberships. We have been working on a facility remodel for a number of years. Architects have drawn up plans for a project in two phases. We are planning to move ahead with Phase I for the interior remodel. In the future we would like to complete Phase II expansion to the south with a hard wood gym floor. We are moving ahead with local funding to assist our application for Dane Hansen funding. Thanks to Danny and his crew for getting ball fields ready. Spring sports began today.

FORMAL ACTIONS

- A. Cemetery Board Appointment** - Kent stated, Donald Smith submitted an application to serve on the Cemetery Board. He is a lifelong Sherman County resident and attended the last board meeting before submitting an application. He has served on a number of non-profit boards and the board recommends approval of his application. **ON A MOTION** by Commissioner Showalter to approve the appointment of Donald Smith to the Cemetery Board **seconded** by Vice-Mayor Howard. **MOTION carried on a VOTE of 5-0.**

DISCUSSION

A. Upgrade Radio for water System – Kent stated, you have the quote to upgrade Motorola radio equipment to communicate between the water towers, wells and plant. The lifespan for current radios is up and vendor is having trouble finding parts to repair radios. This notification is extreme because it changes the whole water communication system. Total cost is about \$150,000, which we cannot do all at once. We are planning to set up a virtual system and upgrade in steps. Vendor is doing everything possible to keep us running, but there are no guarantees. Neal stated, Timberline has been good to work with in the past. We had a situation last year during the night where they scrambled to get parts. We need communication between the wells and towers to know when to operate so towers do not overflow. They thought they sent a notification to Goodland of end of service for certain categories of radios last year but they had not, so they are helping us keep system running. Kent stated, it is still operating at this time, but it is a high concern to change system. They go to great lengths to get us parts to keep it working, but we need to move quickly with upgrade. If something becomes an issue we will work to resolve. It will be a discussion item in budget. Mayor Thompson asked, what exactly is vendors role in system, are they just on call? Neal stated, if something goes wrong, we call them to trouble shoot. They know if system goes down it puts us in a bad spot and are typically here within 24 hours or less. Kent stated, if there is a problem it is difficult to run the system without someone being there. Neal stated, it causes a big issue if water plant cannot communicate with wells and towers. Commissioner Redlin asked, who is responsible for regular maintenance? Neal stated, we do not have a maintenance contract on system, but they respond and work well with us when there is a problem. Mayor Thompson asked, are there other vendors available for this work? Neal stated, Donnie Unger from Ellis was \$15,000 to \$18,000 per sight, which is considerably higher. We have been waiting on other radio equipment from him for the sewer for two years. Mayor Thompson asked, how was this radio system chosen? Neal stated, the wells used to be controlled at power plant but when we built the water treatment plant Timberline set up this system. They analyzed and felt this worked best with our system. Mayor Thompson stated, I am looking at the price tag and project size and wonder if we should bid out project. What happens if we repair a couple radios now then down the road prices increase and we are tied to their system? Kent stated, staff was not trying to avoid purchasing policy. With this type of system, the primary considerations for staff is system reliability and response from vendor. Over the years we have developed a relationship with this vendor because the vendor has responded in a timely manner. That is the reason we presented the project in this manner. We may get a lower price if we do an RFP, but if we change vendor's, staff has to make sure product will work with system and vendor will be responsive for maintenance. Mayor Thompson stated, I do not know how many companies do these systems. Neal stated, there is a company in Nebraska that I have not heard good reports about from other water systems. Those kind of vendors scare me and I know how Timberline accommodates us. Commissioner Showalter asked, this vendor specifically works with these radios and system? Neal stated, yes, they have the license for the frequency we run on so not just anyone can access them. Commissioner Redlin asked, can ARPA funds cover this or have we exhausted them? Kent stated, we are exhausting them with sewer project and water tower maintenance that we currently have out for bid. If there is money left over we can utilize for this project. The sewer project is important as is this system, but it currently is working. Neal stated, on the upcoming tower contracts, KDHE will be monitoring as they inspect the system every other year. If we have a tower go down because of issues we could be in a water emergency. Mayor Thompson asked, how quick do you plan on moving on this project? Kent stated, we would start talking to them about the phases to ensure it will work. Based on that discussion we will have a

MINUTES

Goodland City Commission

March 6, 2023

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better idea what to present at budget and the critical issues remaining to address. Commissioner Showalter stated, we need to move ahead on the projects to get repairs done. Vice-Mayor Howard asked, how will new equipment communicate with old equipment? Josh stated, it will still work. The question is what happens when it does not work. Neal stated, when they built the system it was good, but as time goes by, parts wear out and it is becoming increasingly difficult for the vendor to complete repairs to the system. If we had received notice last year, we would be in a better spot now. I am sure we are not the only one overlooked. Kent stated, you put a system in and at some point you have to replace it. We have had a lot of additional regulations and high dollar ticket items in the last year. It is tough to maintain a radio system without eventually replacing the system. Commissioner Showalter stated, if staff is comfortable with Timberline I feel we should move ahead with project in phases to keep system operating. Consensus of commission is in agreement with Commissioner Showalter. Kent stated, staff will update commission when we receive information.

- B. COPS Grant Application** – Frank stated, we discussed this grant last year. We submitted an application but did not make to second phase. If we are approved, I have someone willing to help me evaluate at no charge, what is needed to complete the second step. It is difficult to navigate through the process. Commissioner Showalter stated, if they want to help you at no cost I agree. Consensus of commission to proceed with application for COPS Grant.
- C. Joint City/County Meeting Topics** – Kent stated, joint meeting is Thursday March 23rd and we need topics for agenda. Commissioner Showalter asked, is commission interested in gauging interest to work with hospital for new building? If we are talking hospital, should we invite Craig? Mary asked, do we need update on payoff of current sales tax issue?
- D. Follow-up Items:** Mayor Thompson asked, does commission want to have additional planning sessions to set priorities or do we want to leave information as presented? Commissioner Showalter stated, it will not hurt to get back together to prioritize items. Commissioner Myers stated, I feel we need to prioritize items. Kent stated, with joint meeting the 23rd and KMEA 101 on 29th at 5:00 p.m., we will plan for a date in April. Consensus of commission to meet April 11th for planning session.

Sheriff Officer Blaine Varney handed out new flyers for the memorial golf tournament. Blaine stated, tee time has changed to 10:00 a.m. to ensure no frost on course, everything else remains same. Mayor Thompson stated, I think it is a great event, but not certain City sponsoring is appropriate use of funding. This is a specific event for one individual. Blaine stated, we went to County Commission and they had same concern, but Officer Riedesel has put a lot of time and service in community. County did end up sponsoring a team for event and opened it up for employees to play on the team. Commissioner Redlin stated, I agree with Mayor Thompson. This has gotten the word out in the community and individuals can donate. Blaine asked, is there a possibility to put information in newsletter? Mary stated, our policy has been to avoid fundraisers and focus on community events. Mayor Thompson stated, it is an awesome project that I encourage everyone to participate if can; I just do not feel it is good to donate tax payer money for the event.

REPORTS

- A. City Manager - 1.** Manager memo is in packet. **2.** February month end fund balance report is in packet. **3.** 2024 budget calendar is in packet, all dates subject to change. **4.** We have reached out to Brian James for building inspection services until the position is filled. We have had a good response to the vacancy and making strides toward filling position. **5.** We have four bid proposals

for the March 20th agenda, including sewer mains, water tower maintenance inspections, snow removal equipment and paint and seal project for airport. **6.** Historical Society has asked Joshua for assistance with their website and newsletter. **7.** Result of conversations over last four months with our front desk utility system is they are changing payment processors. Mary stated, we will be sending a letter to our customers utilizing front desk prior to the changeover on the process needed to update payment information and utilize new processor.

B. City Commissioners

Vice-Mayor Howard – 1. No Report

Commissioner Showalter – 1. Thank you to Joshua for what you do to make sure meetings are public. Also thank Frank, I see the numbers for the police department are up. I appreciate what they do.

Commissioner Myers - 1. No Report

Commissioner Redlin – 1. No Report

C. Mayor Thompson– 1. No Report

ADJOURNMENT WAS HAD ON A MOTION BY Commissioner Redlin seconded by Commissioner Showalter. Motion carried by unanimous VOTE, meeting adjourned at 6:10 p.m. Next meeting is scheduled for March 20, 2023.

ATTEST:

Aaron Thompson, Mayor

Mary P. Volk, City Clerk

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

				1563 ALTEC INDUSTRIES, INC						
6795285	1	3/02/23	19926	GEL COAT KIT		15-42-3060		157.91	66363	3/20/23
				ALTEC INDUSTRIES, INC				----- 157.91		
2871 AMERICAN FAMILY LIFE										
PR20230310	1	3/10/23		AFLAC CANCER		11-00-0012	N	33.18	3045696	3/17/23 E
PR20230310	2	3/10/23		AFLAC CANCER		15-00-0012	N	16.02	3045696	3/17/23 E
PR20230310	3	3/10/23		AFLAC ACCIDENT		11-00-0012	N	85.02	3045696	3/17/23 E
PR20230310	4	3/10/23		AFLAC ACCIDENT		15-00-0012	N	102.36	3045696	3/17/23 E
PR20230310	5	3/10/23		AFLAC ACCIDENT		21-00-0012	N	31.26	3045696	3/17/23 E
PR20230310	6	3/10/23		AFLAC DENTAL		15-00-0012	N	34.44	3045696	3/17/23 E
PR20230310	7	3/10/23		AFLAC ST DISB		11-00-0012	N	43.08	3045696	3/17/23 E
PR20230310	8	3/10/23		AFLAC ST DISB		15-00-0012	N	65.28	3045696	3/17/23 E
PR20230310	9	3/10/23		AFLAC ST DISB		21-00-0012	N	35.58	3045696	3/17/23 E
PR20230310	10	3/10/23		AFLAC LIFE RIDR		15-00-0012	N	2.76	3045696	3/17/23 E
PR20230310	11	3/10/23		AFLAC LIFE		11-00-0012	N	36.33	3045696	3/17/23 E
PR20230310	12	3/10/23		AFLAC LIFE		21-00-0012	N	21.46	3045696	3/17/23 E
PR20230310	13	3/10/23		SPEC HLTH EVENT		11-00-0012	N	20.10	3045696	3/17/23 E
PR20230310	14	3/10/23		SPEC HLTH EVENT		23-00-0012	N	13.62	3045696	3/17/23 E
PR20230310	15	3/10/23		AFLAC HOSP CONF		11-00-0012	N	51.96	3045696	3/17/23 E
				AMERICAN FAMILY LIFE				----- 592.45		
2809 AMERICAN MUNICIPAL SERVIC										
56210	1	2/28/23		COLLECTIONS/FEBRUARY 2023		15-44-2140		25.24	66364	3/20/23
				AMERICAN MUNICIPAL SERVIC				----- 25.24		
3774 B&H PHOTO-VIDEO										
211389199	1	3/08/23		BLACK TONER CARTRIDGE X 2		11-11-3120		132.62	66365	3/20/23
				B&H PHOTO-VIDEO				----- 132.62		
374 BLACK HILLS ENERGY										
GEN23-117	1	3/06/23		GAS CHARGES/SHOP		21-42-2100		912.45	66366	3/20/23
GEN23-118	1	3/06/23		GAS CHARGES/MUSEUM		11-17-2100		790.30	66366	3/20/23
GEN23-119	1	3/03/23		GAS CHARGES/PARKS		11-15-2100		285.61	66366	3/20/23
GEN23-119	2	3/03/23		GAS CHARGES/AIRPORT		11-13-2100		28.50	66366	3/20/23
GEN23-119	3	3/03/23		GAS CHARGES/AIRPORT		11-13-2100		324.78	66366	3/20/23
GEN23-120	1	3/06/23		GAS CHARGES/POWER PLANT		15-40-2100		560.86	66366	3/20/23
GEN23-121	1	3/09/23		GAS CHARGES/WATER TREATMENT		21-40-2100		506.47	66366	3/20/23
GEN23-122	1	3/06/23		GAS CHARGES/SHOP		11-11-2100		289.93	66366	3/20/23
GEN23-123	1	3/09/23		GAS CHARGES/CITY BUILDING		15-44-2100		94.42	66366	3/20/23
GEN23-123	2	3/09/23		GAS CHARGES/CITY BUILDING		21-40-2100		94.41	66366	3/20/23
GEN23-124	1	3/06/23		GAS CHARGES/WELCOME CENTER		11-21-2100		184.63	66366	3/20/23
GEN23-125	1	3/09/23		GAS CHARGES/ARTS CENTER		11-02-2100		150.46	66366	3/20/23
				BLACK HILLS ENERGY				----- 4222.82		
2902 CARGILL, INCORPORATED										
2908044271	1	3/06/23	19687	KD COARSE SALT		21-40-3040		5264.22	66367	3/20/23
				CARGILL, INCORPORATED				----- 5264.22		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

1331 CASHIER'S CHECK										
GEN23-99	1	3/09/23		INVEST/WSB		03-00-0003		3300.00	66362	3/09/23
GEN23-99	2	3/09/23		INVEST/WSB		05-00-0003		9000.00	66362	3/09/23
GEN23-99	3	3/09/23		INVEST/WSB		06-00-0003		40000.00	66362	3/09/23
GEN23-99	4	3/09/23		INVEST/WSB		07-00-0003		65000.00	66362	3/09/23
GEN23-99	5	3/09/23		INVEST/WSB		09-00-0003		38000.00	66362	3/09/23
GEN23-99	6	3/09/23		INVEST/WSB		11-00-0003		75000.00	66362	3/09/23
GEN23-99	7	3/09/23		INVEST/WSB		12-00-0003		38000.00	66362	3/09/23
GEN23-99	8	3/09/23		INVEST/WSB		18-00-0003		1500.00	66362	3/09/23
GEN23-99	9	3/09/23		INVEST/WSB		19-00-0003		2500.00	66362	3/09/23
GEN23-99	10	3/09/23		INVEST/WSB		20-00-0003		55000.00	66362	3/09/23
GEN23-99	11	3/09/23		INVEST/WSB		22-00-0003		3500.00	66362	3/09/23
GEN23-99	12	3/09/23		INVEST/WSB		25-00-0003		7200.00	66362	3/09/23
GEN23-99	13	3/09/23		INVEST/WSB		26-00-0003		2000.00	66362	3/09/23
GEN23-99	14	3/09/23		INVEST/WSB		27-00-0003		5000.00	66362	3/09/23
GEN23-99	15	3/09/23		INVEST/WSB		32-00-0003		110000.00	66362	3/09/23
GEN23-99	16	3/09/23		INVEST/WSB		33-00-0003		30000.00	66362	3/09/23
GEN23-99	17	3/09/23		INVEST/WSB		36-00-0003		280000.00	66362	3/09/23
GEN23-99	18	3/09/23		INVEST/WSB		37-00-0003		45000.00	66362	3/09/23
GEN23-99	19	3/09/23		INVEST/WSB		38-00-0003		525000.00	66362	3/09/23

CASHIER'S CHECK								1335000.00		
3864 CERTIFIED LABORATORIES										
8081130	1	1/13/23	20011	GRENDIER PLUS		15-40-3120		363.11	66368	3/20/23

CERTIFIED LABORATORIES								363.11		
515 CITY OF GOODLAND, FUEL										
GEN23-100	1	3/01/23		DIESEL		15-42-3070		1113.52	66370	3/20/23
GEN23-100	2	3/01/23		DIESEL		11-15-3070		30.53	66370	3/20/23
GEN23-100	3	3/01/23		DIESEL		11-11-3070		5304.94	66370	3/20/23
GEN23-100	4	3/01/23		DIESEL		21-42-3070		342.14	66370	3/20/23
GEN23-100	5	3/01/23		GAS		11-09-3070		75.60	66370	3/20/23
GEN23-100	6	3/01/23		GAS		11-02-3070		66.08	66370	3/20/23
GEN23-100	7	3/01/23		GAS		15-42-3070		120.96	66370	3/20/23
GEN23-100	8	3/01/23		GAS		15-40-3070		285.88	66370	3/20/23
GEN23-100	9	3/01/23		GAS		11-15-3070		253.68	66370	3/20/23
GEN23-100	10	3/01/23		GAS		11-03-3070		2212.84	66370	3/20/23
GEN23-100	11	3/01/23		GAS		11-11-3070		208.32	66370	3/20/23
GEN23-100	12	3/01/23		GAS		23-41-3070		66.92	66370	3/20/23
GEN23-100	13	3/01/23		GAS		11-06-3070		295.96	66370	3/20/23
GEN23-100	14	3/01/23		GAS		21-42-3070		225.12	66370	3/20/23
GEN23-100	15	3/01/23		GAS		21-40-3070		216.72	66370	3/20/23

CITY OF GOODLAND, FUEL								10819.21		
987 COMPLIANCE ONE										
301899	1	3/09/23		ADMIN FEE		15-42-2140		36.30	66372	3/20/23
301899	2	3/09/23		ADMIN FEE		15-40-2140		12.10	66372	3/20/23
301899	3	3/09/23		ADMIN FEE		11-11-2140		36.30	66372	3/20/23
301899	4	3/09/23		ADMIN FEE		11-15-2140		6.05	66372	3/20/23
301899	5	3/09/23		ADMIN FEE		21-40-2140		6.05	66372	3/20/23
302110	1	3/09/23		EAP		15-44-2140		5.50	66372	3/20/23

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

987 COMPLIANCE ONE										
302110	2	3/09/23		EAP		15-42-2140		4.40	66372	3/20/23
302110	3	3/09/23		EAP		11-15-2140		3.30	66372	3/20/23
302110	4	3/09/23		EAP		11-11-2140		2.20	66372	3/20/23
302110	5	3/09/23		EAP		11-03-2140		11.00	66372	3/20/23
302110	6	3/09/23		EAP		11-02-2140		4.40	66372	3/20/23
302110	7	3/09/23		EAP		11-04-2140		1.10	66372	3/20/23
302110	8	3/09/23		EAP		11-17-2140		1.10	66372	3/20/23
302110	9	3/09/23		EAP		21-42-2140		3.30	66372	3/20/23
302110	10	3/09/23		EAP		23-41-2140		2.20	66372	3/20/23

COMPLIANCE ONE								135.30		
891 DAN BRENNER FORD-MERCURY,										
100048	1	2/07/23		LATCH		11-11-3170		154.48	66373	3/20/23
DAN BRENNER FORD-MERCURY,								154.48		
184 DEPENDABLE GLASS SERVICE,										
70201	1	2/27/23		MARK ENTRY LOCK		11-11-3030		129.95	66374	3/20/23
DEPENDABLE GLASS SERVICE,								129.95		
2433 DPC ENTERPRISES, L.P.										
DE28000060-23	1	2/28/23		CHLORINE		21-40-3040		20.00	66375	3/20/23
DPC ENTERPRISES, L.P.								20.00		
634 DUTTON-LAINSON COMPANY										
873871-1	1	2/27/23	20070	8-FORM 9S DEMAND METERS		15-42-4020		3100.20	66376	3/20/23
DUTTON-LAINSON COMPANY								3100.20		
2254 EAGLE COMMUNICATIONS										
GEN23-113	1	3/01/23		TELEPHONE/INTERNET		11-02-2180		281.43	66378	3/20/23
GEN23-113	2	3/01/23		TELEPHONE/INTERNET		11-03-2180		413.42	66378	3/20/23
GEN23-113	3	3/01/23		TELEPHONE/INTERNET		11-04-2180		123.78	66378	3/20/23
GEN23-113	4	3/01/23		TELEPHONE/INTERNET		11-06-2180		52.42	66378	3/20/23
GEN23-113	5	3/01/23		TELEPHONE/INTERNET		11-09-2180		152.52	66378	3/20/23
GEN23-113	6	3/01/23		TELEPHONE/INTERNET		11-11-2100		181.31	66378	3/20/23
GEN23-113	7	3/01/23		TELEPHONE/INTERNET		11-15-2100		123.78	66378	3/20/23
GEN23-113	8	3/01/23		TELEPHONE/INTERNET		11-17-2180		123.78	66378	3/20/23
GEN23-113	9	3/01/23		TELEPHONE/INTERNET		11-25-2180		181.31	66378	3/20/23
GEN23-113	10	3/01/23		TELEPHONE/INTERNET		15-40-2100		210.07	66378	3/20/23
GEN23-113	11	3/01/23		TELEPHONE/INTERNET		15-42-2100		181.31	66378	3/20/23
GEN23-113	12	3/01/23		TELEPHONE/INTERNET		15-44-2180		267.60	66378	3/20/23
GEN23-113	13	3/01/23		TELEPHONE/INTERNET		21-40-2180		123.78	66378	3/20/23
GEN23-113	14	3/01/23		TELEPHONE/INTERNET		21-42-2100		152.54	66378	3/20/23
GEN23-113	15	3/01/23		TELEPHONE/INTERNET		23-41-2180		123.73	66378	3/20/23
EAGLE COMMUNICATIONS								2692.78		
3884 EMPLOYEE BENEFITS CORP										
3962300	1	3/15/23		COBRA ELIGIBILITY		45-01-1050		60.00	66379	3/20/23

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3884 EMPLOYEE BENEFITS CORP										

EMPLOYEE BENEFITS CORP								60.00		
517 EVANS, BIERLY, HUTCHISON &										
14404	1	2/28/23		AIRPORT SEAL & PAINT	31-01-2040	M	8000.00	66380	3/20/23	
14408	1	2/28/23		AIRPORT SNOW REMOVAL EQUIPMENT	31-01-2040	M	9873.51	66380	3/20/23	

EVANS, BIERLY, HUTCHISON &								17873.51		
2646 FOLEY EQUIPMENT CO.										
SS330021004	1	2/22/23		ANNUAL INSPECTION/GENERATOR	11-02-2140		1680.79	66381	3/20/23	
SS330021089	1	2/28/23		INS AUTOMATIC TRANSFER SWITCH	11-02-3060		278.84	66381	3/20/23	

FOLEY EQUIPMENT CO.								1959.63		
205 FRONTIER AG										
031523	1	2/22/23		FREIGHT PROT EQUIPMENT	15-42-3130		67.97	66382	3/20/23	
31510	1	2/22/23		FREIGHT 2/15/23	23-41-3130		36.42	66382	3/20/23	
31515	1	2/22/23		FREIGHT 1/17/23	21-40-3130		12.14	66382	3/20/23	
31518	1	2/22/23		FREIGHT 2/6/2023	21-40-3130		19.20	66382	3/20/23	
31519	1	2/22/23		FREIGHT 2/6/23	21-40-3130		13.90	66382	3/20/23	
31522	1	2/22/23		FREIGHT 2/13/23	21-40-3130		12.14	66382	3/20/23	
31524	1	2/22/23		FREIGHT 1/24/23	21-40-3130		16.59	66382	3/20/23	
31553	1	2/24/23		FREIGHT 2/21/2023	23-41-3130		24.69	66382	3/20/23	

FRONTIER AG								203.05		
3721 GOODLAND AUTOMOTIVE LLC										
375949	1	2/08/23		XTREME BLUE-20 WWF 55 GALLON	11-11-3170		119.99	66383	3/20/23	
376015	1	2/10/23		32OX SPRAY, BRAKE CLEANER	11-11-3170		168.10	66383	3/20/23	

GOODLAND AUTOMOTIVE LLC								288.09		
206 GOODLAND STAR-NEWS										
23503	1	2/03/23		VAN AD	11-06-2130		42.90	66384	3/20/23	

GOODLAND STAR-NEWS								42.90		
167 GOODLAND YOST FARM SUPPLY										
6920	1	2/03/23		WEAR STRIP/#59	11-11-3060		201.26	66385	3/20/23	
6995	1	2/14/23		OILS FOR CHAIN SAW/WEED EATERS	11-15-3070		47.75	66385	3/20/23	

GOODLAND YOST FARM SUPPLY								249.01		
3931 HADLEY, NICOLE										
GEN23-101	1	3/01/23		CARD HOLDER	11-00-0893		35.00	66386	3/20/23	

HADLEY, NICOLE								35.00		
613 KANSAS MUNICIPAL UTILITIE										
200007288	1	3/08/23		KMU ANNUAL CONFERENCE/BEDORE	15-40-2170		147.50	66387	3/20/23	
200007288	2	3/08/23		KMU ANNUAL CONFERENCE/BEDORE	15-42-2170		147.50	66387	3/20/23	

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				KANSAS MUNICIPAL UTILITIE				295.00		
				2052 KANSAS ONE-CALL SYSTEM, I						
3020267	1	2/28/23		12 LOCATES		15-42-2140		7.20	66388	3/20/23
3020267	2	2/28/23		12 LOCATES		21-42-2140		7.20	66388	3/20/23
				KANSAS ONE-CALL SYSTEM, I				14.40		
				1072 KANSAS PAYMENT CENTER						
PR20230310	1	3/10/23		INCOME WITHOLD		11-00-0012	N	96.46	3045694	3/17/23 E
				KANSAS PAYMENT CENTER				96.46		
				79 KANSAS SECRETARY OF STATE						
GEN23-102	1	3/20/23		KSA SUPPLEMENT SET/VOL 1&1A		11-03-3120		183.00	66389	3/20/23
GEN23-102	2	3/20/23		KSA SUPPLEMENT SET/VOL 1&1A		11-04-3120		183.00	66389	3/20/23
GEN23-116	1	3/20/23		NOTARY/TAYLOR		11-04-2140		25.00	66389	3/20/23
				KANSAS SECRETARY OF STATE				391.00		
				225 KANSASLAND TIRE-GOODLAND						
27676	1	2/14/23		ST235/80R16 TIRE/VACTRON#79		21-42-3060		153.00	66390	3/20/23
				KANSASLAND TIRE-GOODLAND				153.00		
				738 KEY EQUIPMENT & SUPPLY CO						
KC207471	1	3/01/23	20093	VERISIGHT PRO 200+ CAMERA		37-01-4020		11694.16	66391	3/20/23
KC207544	1	3/06/23	20096	ROLLER SKID FOR CAMERA		23-43-3020		450.00	66391	3/20/23
				KEY EQUIPMENT & SUPPLY CO				12144.16		
				1246 KMEA-WAPA						
WAPA-GO-23-03	1	3/06/23		WAPA/FEBRUARY 2023		15-40-2120		8041.09	66392	3/20/23
				KMEA-WAPA				8041.09		
				523 KS PUBLIC EMP. RETIREMENT						
PR20230310	1	3/10/23		KPERS		11-00-0012	N	2193.28	3045693	3/17/23 E
PR20230310	2	3/10/23		KPERS		15-00-0012	N	1888.61	3045693	3/17/23 E
PR20230310	3	3/10/23		KPERS		21-00-0012	N	372.53	3045693	3/17/23 E
PR20230310	4	3/10/23		KPERS		23-00-0012	N	257.26	3045693	3/17/23 E
PR20230310	5	3/10/23		KPERS II		11-00-0012	N	1611.75	3045693	3/17/23 E
PR20230310	6	3/10/23		KPERS II		15-00-0012	N	1277.84	3045693	3/17/23 E
PR20230310	7	3/10/23		KPERS II		21-00-0012	N	87.76	3045693	3/17/23 E
PR20230310	8	3/10/23		KPERS II		23-00-0012	N	87.76	3045693	3/17/23 E
PR20230310	9	3/10/23		KPERS III		11-00-0012	N	3334.03	3045693	3/17/23 E
PR20230310	10	3/10/23		KPERS III		15-00-0012	N	1359.84	3045693	3/17/23 E
PR20230310	11	3/10/23		KPERS III		21-00-0012	N	626.55	3045693	3/17/23 E
PR20230310	12	3/10/23		KPERS D&D		11-00-0012	N	494.76	3045693	3/17/23 E
PR20230310	13	3/10/23		KPERS D&D		15-00-0012	N	313.68	3045693	3/17/23 E
PR20230310	14	3/10/23		KPERS D&D		21-00-0012	N	75.32	3045693	3/17/23 E
PR20230310	15	3/10/23		KPERS D&D		23-00-0012	N	23.91	3045693	3/17/23 E
				KS PUBLIC EMP. RETIREMENT				14004.88		

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				1440 MCCLURE PLUMBING & HEATIN						
31460	1	2/06/23		20 X 25 FILTERS		11-13-3060		86.29	66393	3/20/23
31460	2	2/06/23		16X25 FILTERS		11-02-3060		25.17	66393	3/20/23
				MCCLURE PLUMBING & HEATIN				-----		
								111.46		
				336 MID AMERICAN RESEARCH						
0783813	1	2/16/23	19792	SILICONIZED RELEASE AGENT		11-11-3120		489.36	66394	3/20/23
				MID AMERICAN RESEARCH				-----		
								489.36		
				1360 MID-STATES ORGANIZED CRIM						
2023586-IN	1	1/23/23		MEMBERSHIP/ERHART		11-03-2080		100.00	66395	3/20/23
				MID-STATES ORGANIZED CRIM				-----		
								100.00		
				3073 MIDWEST ELEC TRANSFORMERS						
61852	1	2/03/23	19988	45 KVA PADMOUNT 240/480		15-00-0006		14785.85	66396	3/20/23
				MIDWEST ELEC TRANSFORMERS				-----		
								14785.85		
				2104 NATIONWIDE TRUST CO. FSB						
PR20230310	1	3/10/23		NATIONWIDE TRST		11-00-0012	N	325.00	3045695	3/17/23 E
PR20230310	2	3/10/23		NATIONWIDE TRST		15-00-0012	N	265.00	3045695	3/17/23 E
				NATIONWIDE TRUST CO. FSB				-----		
								590.00		
				3085 OFFICE WORKS & HOME FURNI						
1769-2302	1	2/27/23		COPY COUNT		11-02-3120		54.78	66397	3/20/23
1770-2302	1	2/27/23		COPY COUNT		11-02-3120		23.24	66397	3/20/23
				OFFICE WORKS & HOME FURNI				-----		
								78.02		
				1903 PACE ANALYTICAL						
2360178938	1	3/08/23		SEWER ANALYSIS		23-41-2070		416.30	66398	3/20/23
				PACE ANALYTICAL				-----		
								416.30		
				3155 PERSONAL EVALUATION INC						
47069	1	2/28/23		PEP BILLING		11-03-2140		30.00	66399	3/20/23
				PERSONAL EVALUATION INC				-----		
								30.00		
				1924 PRAIRIE LAND ELECTRIC						
5313	1	3/09/23		POWER BILL/FEBRUARY 2023		15-40-2120		220919.99	66400	3/20/23
				PRAIRIE LAND ELECTRIC				-----		
								220919.99		
				924 SCHEOPNER'S WATER CONDITI						
40763	1	3/01/23		COOLER RENT		11-03-3120		12.50	66401	3/20/23
48751	1	2/06/23		WATER		11-03-3120		7.75	66401	3/20/23
				SCHEOPNER'S WATER CONDITI				-----		
								20.25		

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				413 SCHLOSSER, INC.						
10114	1	3/03/23		PARKING BLOCKS/BALL FIELDS		11-23-3030		200.00	66402	3/20/23
				SCHLOSSER, INC.				200.00		

				418 SELF INSURANCE FUND						
GEN23-102	1	3/01/23		EMPR/GENERAL		45-01-1050		19810.51	66403	3/20/23
GEN23-102	2	3/01/23		EMPR/ELEC PROD		15-40-1050		4172.65	66403	3/20/23
GEN23-102	3	3/01/23		EMPR/ELEC DIST		15-42-1050		6318.06	66403	3/20/23
GEN23-102	4	3/01/23		EMPR/ELEC COMM		15-44-1050		4458.17	66403	3/20/23
GEN23-102	5	3/01/23		EMPR/WATER PROD		21-40-1050		977.68	66403	3/20/23
GEN23-102	6	3/01/23		EMPR/WATER DIST		21-42-1050		1381.00	66403	3/20/23
GEN23-102	7	3/01/23		EMPR/SEWER TREAT		23-41-1050		1048.98	66403	3/20/23
GEN23-102	8	3/01/23		EMPR/SEWER COLL		23-43-1050		262.24	66403	3/20/23
				SELF INSURANCE FUND				38429.29		

				3851 SHERMAN CO COMM DEVELOP						
GEN23-104	1	3/01/23		MUSUEM SALES		11-00-0893	M	9.00	66404	3/20/23
				SHERMAN CO COMM DEVELOP				9.00		

				872 SHERMAN CO. HISTORICAL SO						
GEN23-103	1	3/01/23		MUSUEM SALES		11-00-0893		18.00	66405	3/20/23
				SHERMAN CO. HISTORICAL SO				18.00		

				425 SHERMAN COUNTY TREASURER						
GEN23-114	1	3/01/23		654CKG/05 FORD		15-40-3120		79.16	66406	3/20/23
GEN23-114	2	3/01/23		SH CO FEE		15-40-3120		2.50	66406	3/20/23
GEN23-115	1	3/01/23		360MTC/20 FORD		15-40-3120		418.97	66406	3/20/23
GEN23-115	2	3/01/23		FACILITY FEE		15-40-3120		2.50	66406	3/20/23
GEN23-115	3	3/01/23		366MJA/19 FORD		15-40-3120		438.78	66406	3/20/23
GEN23-115	4	3/01/23		FACILITY FEE		15-40-3120		2.50	66406	3/20/23
GEN23-115	5	3/01/23		635HEC/14 FORD		15-40-3120		190.56	66406	3/20/23
GEN23-115	6	3/01/23		FACILITY FEE		15-40-3120		2.50	66406	3/20/23
GEN23-115	7	3/01/23		379DKG/13 DODGE TRUCK		15-40-3120		226.24	66406	3/20/23
GEN23-115	8	3/01/23		FACILITY FEE		15-40-3120		2.50	66406	3/20/23
GEN23-115	9	3/01/23		659CKG/12 FORD		15-40-3120		168.17	66406	3/20/23
GEN23-115	10	3/01/23		FACILITY FEE		15-40-3120		2.50	66406	3/20/23
				SHERMAN COUNTY TREASURER				1536.88		

				3788 TYLER TECHNOLOGIES INC						
130-134786	1	3/01/23		ECITATIONS/SCENE DOC PLATFORM		11-03-2050		6191.64	66407	3/20/23
				TYLER TECHNOLOGIES INC				6191.64		

				3568 UNDERGROUND VAULTS						
78540	1	2/28/23		SHRED SERVICE		11-03-3120		47.00	66408	3/20/23
				UNDERGROUND VAULTS				47.00		

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972 UNIFIRST CORPORATION										
1930031706	1	2/06/23		UNIFORMS		21-40-3160		19.81	66409	3/20/23
1930031706	2	2/06/23		UNIFORMS		21-42-3160		188.33	66409	3/20/23
1930031706	3	2/06/23		UNIFORMS		23-41-3160		19.81	66409	3/20/23
1930032787	1	2/13/23		UNIFORMS		21-40-3160		20.91	66409	3/20/23
1930032787	2	2/13/23		UNIFORMS		21-42-3160		54.57	66409	3/20/23
1930032787	3	2/13/23		UNIFORMS		23-41-3160		20.92	66409	3/20/23
1930033666	1	2/20/23		UNIFORMS		21-40-3160		20.92	66409	3/20/23
1930033666	2	2/20/23		UNIFORMS		21-42-3160		54.57	66409	3/20/23
1930033666	3	2/20/23		UNIFORMS		23-41-3160		20.91	66409	3/20/23
1930034553	1	2/27/23		UNIFORMS		21-40-3160		20.91	66409	3/20/23
1930034553	2	2/27/23		UNIFORMS		21-42-3160		54.58	66409	3/20/23
1930034553	3	2/27/23		UNIFORMS		23-41-3160		20.91	66409	3/20/23

UNIFIRST CORPORATION								517.15		
3524 VERIZON										
9928934673	1	2/28/23		HOT SPOT		11-02-2180		40.01	66410	3/20/23
9928934673	2	2/28/23		CELL PHONES		11-03-2180		454.85	66410	3/20/23
9928934673	3	2/28/23		CELL PHONE/IPAD		11-06-2180		81.66	66410	3/20/23
9928934673	4	2/28/23		CELL PHONES		11-09-3120		40.01	66410	3/20/23
9928934673	5	2/28/23		CELL PHONE/IPAD		11-11-3120		64.38	66410	3/20/23
9928934673	6	2/28/23		CELL PHONE/IPAD		15-42-3120		106.03	66410	3/20/23
9928934673	7	2/28/23		CELL PHONE/IPAD		21-40-2180		80.02	66410	3/20/23
9928934673	8	2/28/23		MOBILE HOT SPOT/PD		25-01-4020		320.67	66410	3/20/23

VERIZON								1187.63		
3313 VISA										
GEN23-105	1	2/28/23		SCHOOLING/REFUND DINKEL		11-09-2170		1192.50	66413	3/20/23
GEN23-105	2	2/28/23		SCHOOLING/REFUND DINKEL		11-09-2170		1092.50-	66413	3/20/23
GEN23-106	1	2/28/23		FLOWER ARRANGEMENT/HOWARD FUNE		11-02-3120		53.25	66413	3/20/23
GEN23-106	2	2/28/23		BACK UP FOR ALL		15-44-3060		56.12	66413	3/20/23
GEN23-107	1	2/28/23		SHRM/VANVLEET		15-44-2080		229.00	66413	3/20/23
GEN23-107	2	2/28/23		FLOWERS/TODD FUNERAL		21-40-3120		70.40	66413	3/20/23
GEN23-108	1	2/28/23		BEACON X 2/PO 19704		11-11-3060		228.51	66413	3/20/23
GEN23-108	2	2/28/23		LUNCH/SNOW STORM		11-11-3120		114.33	66413	3/20/23
GEN23-108	3	2/28/23		MECHANIC SHIRTS/PO 19791		11-11-3160		193.91	66413	3/20/23
GEN23-108	4	2/28/23		SAI SUBSCRIPTION		11-11-3120		769.99	66413	3/20/23
GEN23-109	1	2/28/23		HOTEL/DOUGLASS KMEA 101/20064		15-40-2190		129.97	66413	3/20/23
GEN23-109	2	2/28/23		ARIAT SHIRT		15-40-3160		86.46	66413	3/20/23
GEN23-109	3	2/28/23		FUEL/DOUGLASS KMEA 101		15-40-2190		31.77	66413	3/20/23
GEN23-109	4	2/28/23		MEAL/DOUGLASS KMEA 101		15-40-2190		22.68	66413	3/20/23
GEN23-109	5	2/28/23		MEAL/DOUGLASS KMEA 101		15-40-2190		5.03	66413	3/20/23
GEN23-109	6	2/28/23		FUEL/DOUGLASS KMEA 101		15-40-2190		38.06	66413	3/20/23
GEN23-109	7	2/28/23		MEAL/DOUGLASS KMEA 101		15-40-2190		27.45	66413	3/20/23
GEN23-110	1	2/28/23		HOODIES & SHIRTS/PO 20062		15-42-3160		215.13	66413	3/20/23
GEN23-111	1	2/28/23		FUEL/ERHART MEETING		11-03-2190		45.23	66413	3/20/23
GEN23-111	2	2/28/23		FUEL/ERHART MEETING		11-03-2190		27.11	66413	3/20/23
GEN23-111	3	2/28/23		BOOT/RANGE TRAINER		11-03-3160		106.57	66413	3/20/23
GEN23-111	4	2/28/23		BOOTS		11-03-3160		320.00	66413	3/20/23
GEN23-111	5	2/28/23		HAYES MEMBERSHIP IACM		11-03-2080		190.00	66413	3/20/23
GEN23-111	6	2/28/23		PEPPERSPRAY		11-03-3120		211.26	66413	3/20/23
GEN23-112	1	2/28/23		FUEL/JOHNSON KLETC		11-03-2190		70.03	66413	3/20/23

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

				3313 VISA						
GEN23-112	2	2/28/23		FUEL/JOHNSON KLETC		11-03-2190		68.29	66413	3/20/23
GEN23-112	3	2/28/23		MEAL/JOHNSON KLETC		11-03-2190		15.49	66413	3/20/23
GEN23-112	4	2/28/23		FUEL/JOHNSON KLETC		11-03-2190		59.83	66413	3/20/23
GEN23-112	5	2/28/23		MEAL/JOHNSON KLETC		11-03-2190		15.60	66413	3/20/23
GEN23-112	6	2/28/23		FUEL/JOHNSON KLETC		11-03-2190		57.40	66413	3/20/23
				VISA				-----		
								3558.87		
				***** REPORT TOTAL *****				-----		
								1707898.16		

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
PAYROLL					
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	3,940.56		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		3,940.56	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,390.53		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,390.53	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	573.79		
21-00-0001	WATER CASH	SS/MED EMPE WAT		573.79	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	181.87		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		181.87	1
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	3,940.56		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		3,940.56	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,390.53		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,390.53	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	573.79		
21-00-0001	WATER CASH	SS/MED EMPE WAT		573.79	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	181.87		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		181.87	1
11-00-0011	GENERAL EMP TAX A/P	FED TAX GEN	3,737.14		
11-00-0001	GENERAL OPERATING CASH	FED TAX GEN		3,737.14	1
15-00-0011	ELECTRIC EMP TAX A/P	FED TAX ELE	2,062.68		
15-00-0001	ELECTRIC CASH	FED TAX ELE		2,062.68	1
21-00-0011	WATER EMP TAX A/P	FED TAX WAT	562.29		
21-00-0001	WATER CASH	FED TAX WAT		562.29	1
23-00-0011	SEWER EMP TAX A/P	FED TAX SEW	87.13		
23-00-0001	SEWER CASH	FED TAX SEW		87.13	1
11-00-0011	GENERAL EMP TAX A/P	STATE TAX GEN	2,139.93		
11-00-0001	GENERAL OPERATING CASH	STATE TAX GEN		2,139.93	1
15-00-0011	ELECTRIC EMP TAX A/P	STATE TAX ELE	1,284.04		
15-00-0001	ELECTRIC CASH	STATE TAX ELE		1,284.04	1
21-00-0011	WATER EMP TAX A/P	STATE TAX WAT	306.75		
21-00-0001	WATER CASH	STATE TAX WAT		306.75	1
23-00-0011	SEWER EMP TAX A/P	STATE TAX SEW	92.72		
23-00-0001	SEWER CASH	STATE TAX SEW		92.72	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 0307	1,089.17-		
07-00-0001	SELF INSUR CASH	STOP LOSS 0307		1,089.17-	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 03/14	6,055.22		
07-00-0001	SELF INSUR CASH	STOP LOSS 03/14		6,055.22	1
14-01-5080	SALES TAX REMITTANCE TO STATE	SALES TAX FEB	20,156.25		
14-00-0001	SALE TAX CASH	SALES TAX FEB		20,156.25	1
15-50-5020	ELECTRIC COMPENSATING TAX	SALES TAX FEB	107.57		
15-00-0001	ELECTRIC CASH	SALES TAX FEB		107.57	1
21-52-5080	WATER COMPENSATING TAX REMIT.	SALES TAX FEB	1.08		
21-00-0001	WATER CASH	SALES TAX FEB		1.08	1
11-00-0893	GENERAL OP. MISC RECEIPTS	SALES TAX FEB	14.54		
11-00-0001	GENERAL OPERATING CASH	SALES TAX FEB		14.54	1
15-50-5020	ELECTRIC COMPENSATING TAX	COMP TAX FEB	71.50		
15-00-0001	ELECTRIC CASH	COMP TAX FEB		71.50	1
15-44-2140	ELEC. COMM & GEN PROF. SERV.	CC	1,657.98		
15-00-0001	ELECTRIC CASH	CC		1,657.98	1
15-44-2140	ELEC. COMM & GEN PROF. SERV.	CC POS	1,195.83		
15-00-0001	ELECTRIC CASH	CC POS		1,195.83	1

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
		Journal Total :	52,616.98	52,616.98	
		Sub Total	52,616.98	52,616.98	
		** Report Total **	52,616.98	52,616.98	

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	4,966.05	4,966.05
11	GENERAL	13,772.73	13,772.73
14	SALES TAX	20,156.25	20,156.25
15	ELECTRIC UTILITY	11,160.66	11,160.66
21	WATER UTILITY	2,017.70	2,017.70
23	SEWER UTILITY	543.59	543.59
	TOTALS	52,616.98	52,616.98

** Transactions affected cash may need to be entered in Bank Rec! **
 ** Review transactions that have a number in the Bank # column. **

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
07-00-0001	SELF INSUR CASH	.00	4,966.05	4,966.05-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	4,966.05	.00	4,966.05
11-00-0001	GENERAL OPERATING CASH	.00	13,772.73	13,772.73-
11-00-0011	GENERAL EMP TAX A/P	13,758.19	.00	13,758.19
11-00-0893	GENERAL OP. MISC RECEIPTS	14.54	.00	14.54
14-00-0001	SALE TAX CASH	.00	20,156.25	20,156.25-
14-01-5080	SALES TAX REMITTANCE TO STATE	20,156.25	.00	20,156.25
15-00-0001	ELECTRIC CASH	.00	11,160.66	11,160.66-
15-00-0011	ELECTRIC EMP TAX A/P	8,127.78	.00	8,127.78
15-44-2140	ELEC. COMM & GEN PROF. SERV.	2,853.81	.00	2,853.81
15-50-5020	ELECTRIC COMPENSATING TAX	179.07	.00	179.07
21-00-0001	WATER CASH	.00	2,017.70	2,017.70-
21-00-0011	WATER EMP TAX A/P	2,016.62	.00	2,016.62
21-52-5080	WATER COMPENSATING TAX REMIT.	1.08	.00	1.08
23-00-0001	SEWER CASH	.00	543.59	543.59-
23-00-0011	SEWER EMP TAX A/P	543.59	.00	543.59
		=====	=====	=====
	TRANSACTION TOTALS	52,616.98	52,616.98	.00

PAYROLL REGISTER

ORDINANCE #2023-P06

3/17/2023

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	51,648.44
ELECTRIC	31,367.27
WATER	7,531.81
SEWER	2,391.01
TOTAL	<u>92,938.53</u>

PASSED AND SIGNED THIS _____ DAY OF _____, 2023

CITY CLERK

MAYOR



CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager
Andrew Brunner, EBH Engineer

DATE: March 20, 2023

ITEM: KDOT Cost Share Program - Grant Application Submittal

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

On February 20, 2023, KDOT began accepting applications for the Cost Share Program on eligible transportation projects. City Staff and EBH Engineer Andrew Brunner recommend that the City of Goodland submit an application to complete a mill and overlay of Caldwell Avenue from 10th Street to 17th Street. The program requires a minimum of 15% local match for construction costs. It is understood from KDOT that the higher the percentage of match, the higher the consideration of receiving funding. The City will use the resources dedicated to the chip and seal program for 2023 to be the match for the grant application. If awarded, the project would complete a portion of the City's program to address the major collectors within the City. Because material costs have increased, project is limited to milling and 2" overlay in the driving lanes (middle 26') and at the intersections from curb to curb. Andrew with EBH left the amount dedicated to patching in the estimate, because it is difficult to know exactly how much would be needed at this point. Will have a better idea after the milling process takes place. There are locations you can see on the surface right now that we would have the contractor full depth patch. See the attached application form and supporting documentation that is to be submitted with the application.

Caldwell Avenue from 10th Street to 17th Street estimated costs:
(2" Mill and Overlay with full depth patching where required)

Total Estimated Cost:	\$534,100.00
Requested KDOT Cost Share match (80% Construction ONLY)	\$401,280.00
Local Match (20% Construction, Design and Construction Eng)	\$132,820.00

The previous year's grant application was \$690,520.00 – which covered the entire width of asphalt from curb to curb.

II. RECOMMENDED ACTION / NEXT STEP:

Recommendation: Staff would like the Commission to approve the submittal of a grant application and a proposed resolution is attached. Deadline to file for the grant is March 23, 2023.

III. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the resolution as requested.
2. Reject the proposal and direct staff to not submit an application.
3. Direct staff to pursue an alternative approach.



RESOLUTION NO. 1612

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF GOODLAND TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION COST SHARE PROGRAM FOR THE RESURFACING OF CALDWELL AVENUE FROM 10TH STREET TO 17TH STREET AND AUTHORIZING THE MAYOR TO SIGN THIS APPLICATION.

WHEREAS, the CITY OF GOODLAND, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1663, regarding the expenditure of federal-aid to public agencies; and

WHEREAS, the CITY OF GOODLAND, Kansas, is submitting an application to the Kansas Department of Transportation for the Cost Share Program in the amount of \$534,100.00 for Caldwell Avenue; and

WHEREAS, the CITY OF GOODLAND, Kansas, is participating as an eligible Applicant according to the Kansas Department of Transportation Cost Share Program requirements; and

WHEREAS, the CITY OF GOODLAND, Kansas, acknowledges availability of the required local match of 20% for construction costs and 100% of Design and Construction Engineering in the amount of \$132,820.00.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS:

SECTION 1. That the Mayor is authorized and directed to execute for and on behalf of the CITY OF GOODLAND, Kansas, the Kansas Department of Transportation Cost Share Program Grant Application.

ADOPTED AND PASSED by the Governing Body of the CITY OF GOODLAND, Kansas, this 20th day of March, 2023.

Aaron Thompson, Mayor

ATTEST: _____
Mary P. Volk, City Clerk

**OPINION OF PROBABLE COST
CALDWELL AVENUE IMPROVEMENTS - 10TH STREET TO 17TH STREET
MILL AND OVERLAY OR DRIVING LANES AND INTERSECTIONS
CITY OF GOODLAND**

3/15/2023

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1 Mobilization	1	L.S.	\$50,000.00	\$50,000.00
2 Milling	8,900	S.Y.	\$5.00	\$44,500.00
3 HMA-Commercial Grade (Class A)	1015	Tons	\$150.00	\$152,250.00
4 HMA-Commercial Grade (Class A)(Patching)	450	Tons	\$350.00	\$157,500.00
5 Granular Base (Patching)	1350	S.Y.	\$20.00	\$27,000.00
6 Geosynthetic Reinforcement (Patching)	1350	S.Y.	\$5.00	\$6,750.00
7 Adjust Manhole	2	Each	\$1,500.00	\$3,000.00
8 Traffic Control	1	L.S.	\$15,000.00	\$15,000.00
TOTAL CONSTRUCTION COSTS				\$456,000.00
PLUS 10% CONTINGENCIES				\$45,600.00
OPINION OF PROBABLE COST				\$501,600.00

PRELIMINARY ENGINEERING/DESIGN	\$12,500.00
CONSTRUCTION ENGINEERING/INSPECTION	\$20,000.00
TOTAL ESTIMATED COST (Design, Construction & Inspection)	\$534,100.00
LOCAL MATCH (DESIGN/CONST ENGINEERING/20% CONSTRUCTION)	\$132,820.00
TOTAL REQUESTED AMOUNT FROM COST SHARE GRANT (80%)	\$401,280.00



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager
Mary Volk, City Clerk

DATE: March 14, 2023

ITEM: Renewal Property/Vehicle/Liability Insurance

NEXT STEP: Motion to Approve Renewal

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

The City's policy for property, vehicle and liability insurance expires March 31, 2023. The current insurance carrier for the City is EMC Insurance, who typically underwrites municipal policies. Jacque Livengood from Eklund Insurance has contacted EMC Insurance, Traveler's Insurance and Philadelphia Insurance Company to quote the renewal for the City. The only quote she received back was from EMC. The other carriers replied they will not quote the policy because of the power plant, which has been a common reply with our insurance. In the quote from EMC, they evaluated property values in the policy for City properties. They noted values for our outdoor substations had not been evaluated in a number of years and were largely undervalued. Other properties were acceptable or had minimal change in property value. Staff concurred the substations were undervalued and the revised value for renewal is more accurate. The renewal quote effective April 1, 2023 increased approximately 36% due to inflation, but mostly due to change in these property values. Jacque will be present at the meeting to discuss renewal.

II. RECOMMENDED ACTION / NEXT STEP:

Our existing policy expires March 31st. The large premium increase is understandable when evaluating property values property that were increased. These values better represent substation values. Other carriers will not quote the City insurance because of the power plant. Staff recommends approval of the renewal from EMC Insurance.

III. FISCAL IMPACTS:

The premium will increase from \$318,913 to a renewal of \$434,947. Insurance is paid from the General Fund and all utility funds so the increase will be spread throughout all these funds and no one fund will take the impact of the entire premium increase.

IV. BACKGROUND INFORMATION:

Years ago the City utilized EMC Insurance as our carrier, then switched carriers for a few years until returning to EMC Insurance within the past few years. EMC is a good carrier and services the City policy efficiently. Over the past five plus years the City has struggled receiving quotes on our policy because of the power plant. The premium increase is understandable with both inflation and change in property values.

COVERAGE	2022-2023	2023-2024	CARRIER	2022-2023	2023-2024	EXPIRING DEDUCTIBLE	2022-2023	2023-2024
	EXPIRING	PROPOSED		EXPIRING LIMITS	PROPOSED LIMITS		EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
GENERAL LIABILITY Products & Completed Work Personal Injury Advertisement Injury Premises Damage Medical Payments Limited Pollution-Chemical Spraying	\$11,503	\$14,876	EMC	\$1,000,000/ \$2,000,000	\$1,000,000/ \$2,000,000	None	None	\$1,000
	Included	Included	EMC	\$2,000,000	\$2,000,000	\$1,000	\$1,000	\$1,000
	Included	Included	EMC	\$1,000,000	\$1,000,000	\$1,000	\$1,000	\$1,000
	Included	Included	EMC	\$1,000,000	\$1,000,000	\$1,000	\$1,000	\$1,000
	Included	Included	EMC	\$500,000	\$500,000	\$1,000	\$1,000	\$1,000
	Included	Included	EMC	\$10,000	\$10,000	\$1,000	\$1,000	\$1,000
	Included	Included	EMC	Included	Included	\$1,000	\$1,000	\$1,000
	\$4,864	\$5,379	EMC	\$1,000,000	\$1,000,000	\$2,500	\$2,500	\$2,500
EMPLOYEE BENEFITS LIABILITY								
AUTOMOBILE LIABILITY** Uninsured/ Underinsured Motorist Medical Payments	\$35,112	\$40,238	EMC	\$1,000,000	\$1,000,000	None	None	None
	Included	Included	EMC	\$1,000,000	\$1,000,000	None	None	None
	Included	Included	EMC	\$5,000	\$5,000	None	None	None
	Included	Included	EMC	61 Units, 6 Trailers	60 Units 6 Trailers			
AUTOMOBILE PHYSICAL DAMAGE** Comprehensive/Collision Hired Car Physical Damage Garagekeepers	Included	Included	EMC	ACV/RC	ACV/RC	\$1,000	\$1,000	\$1,000
	Included	Included	EMC			\$1,000	\$1,000	\$1,000
	Included	Included	EMC	\$120,000	\$120,000	\$500/ \$1,000	\$500/ \$1,000	\$500/ \$1,000
						\$1,000	\$1,000	\$1,000
CRIME Employee Theft Forgery or Alteration Faithful Performance Inside Premises (Money & Securities) Outside Premises	\$111	\$111	EMC	\$100,000	\$100,000	\$2,000	\$2,000	\$2,000
	Included	Included	EMC	\$100,000	\$100,000	\$2,000	\$2,000	\$2,000
	Included	Included	EMC	\$50,000	\$50,000	\$2,000	\$2,000	\$2,000
	Included	Included	EMC	\$100,000	\$100,000	\$2,000	\$2,000	\$2,000
	Included	Included	EMC	\$100,000	\$100,000	\$2,000	\$2,000	\$2,000
						\$2,000	\$2,000	\$2,000
PROPERTY Blanket Building Wind & Hail Coverage Output - <i>power plant</i> Wind & Hail Coverage	\$117,818	\$147,528	EMC	\$65,800,814	\$65,979,564	\$5,000	\$5,000	\$5,000
	Included	Included	EMC	\$10,000	\$10,000	\$25,000	\$25,000	\$25,000
	\$107,818	\$177,423	EMC	\$32,120,723	\$49,331,187	\$25,000	\$25,000	\$25,000
						\$25,000	\$25,000	\$25,000

INLAND MARINE**									
Contractors Equipment - Scheduled Tools	\$16,825 Included \$9	\$18,264 Included \$7	EMC	\$2,031,537 \$5,000	\$2,031,537 \$5,000	\$1,000,000/ \$2,000,000	Each Wrongful Act Limit/Total Limit	\$5,000	\$1,000 \$1,000 \$500
Camera Equipment	\$3,800	\$3,800		\$17,400	\$17,400				\$1,000
Emergency Equipment	\$700	\$700		\$690,852	\$690,852				\$500
Data Processing	Included	Included		\$200,000	\$200,000				\$1,000
Fine Arts	Included	Included		\$100,000	\$100,000				\$500
Leased or Rented Equipment	Included	Included		\$25,000	\$25,000				\$1,000
Police Dogs	Included	Included		\$15,000	\$15,000				\$500
LAW ENFORCEMENT LIABILITY (Occurrence Form)	\$4,185	\$4,604		\$1,000,000/ \$2,000,000	\$1,000,000/ \$2,000,000			\$5,000	\$5,000
PUBLIC ENTITY MANAGEMENT LIABILITY			EMC				Each Wrongful Offense Limit/Total Limit		\$2,500
EMPLOYEE PRACTICES LIABILITY	\$4,864	\$5,379		\$1,000,000/ \$2,000,000	\$1,000,000/ \$2,000,000				\$2,500
Retro Date: 04/01/2020									
CYBER LIABILITY	\$11,304	\$16,638	Hiscox	\$3,000,000/ \$3,000,000	\$3,000,000/ \$3,000,000		Privacy, Network Security or Media Wrongful Acts Breach Response Services Business Income & Digital Asset Rest.		\$10,000 \$10,000 \$10,000
Retro Date: Full Prior Acts									
TOTAL PREMIUM	\$318,913	\$434,947							

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.



CITY COMMISSION COMMUNICATION FORM

FROM: Darin Neufeld, EBH
Kenton Keith, Street Superintendent
Kent Brown, City Manager

DATE: 3/20/2023

ITEM: Snow Removal Equipment - Airport

NEXT STEP: Recommendation to FAA for Award of Contract

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE: Sealed bids subject to the conditions and provisions presented herein will be received until 2:00 pm (MDT), Monday, March 20, 2023 and then publicly opened and read at Office of the City Clerk, for furnishing all labor, materials and equipment and performing all work necessary to: Acquire Snow Removal Equipment.

II. RECOMMENDED ACTION / NEXT STEP:
Staff will recommend based on bids received.

III. FISCAL IMPACTS:

From the project description for the FAA

The FAA is considering the following project(s) as part of the FY 2023 Capital Improvement Program:

Acquire SRE (Carrier Vehicle and Snow Blade) \$479,250.00

Proposed Project Description Federal Share Requested

The project(s) scope of work and anticipated Federal share are based on your Airport Capital Improvement Plan (ACIP) Data Sheet.

Project Funded with Additional Grants.

FY 2023 Grant Numbers with estimated amounts

1. 3-20-0026-026-2023 | \$300,000.00 | AIP - 2023

2. 3-20-0026-027-2023 | \$179,250.00 | BIL - AIG - 2023

This matches the AEP planning number and what we are using for budget on the project.

Will be paid out of Airport Fund – with the grant process providing reimbursement.

Purchasing Policy procedures: PURCHASES IN EXCESS OF \$15,000. All purchases in excess of \$15,000 shall have the proper approval of the City Manager (up to \$25,000) and the Governing Body (in excess of \$25,000) after bids/proposals have been received.

Bid notices were published at the EBH plan room on February 27.

Bid notices were then published on the city's website and at bidnetdirect.com on March 1.

Bids will be opened 2 pm on March 20, 2023 at City Hall.

IV. BACKGROUND INFORMATION:

Staff will review bids when received and provide a bid tabulation at the Commission meeting along with staff recommendation.

Company	Model #	Price	Notes

FAA's requirements - What you need to submit after the city opens bids

- Consultant Evaluation of Bids
- Sponsor Recommendation for Award of the Contract
- Bid Tabulation
- Buy American Certification Form
- Proposal of the Successful Bidder (Proposal Form, DBE Forms, etc.)

Upon receipt of the above information we will be in a position to evaluate the bids and offer our concurrence in award. Please note that any construction contract awards made prior to receipt of our letter could jeopardize Federal participation in the project.

Consequently, the Commission will be asked to recommend vendor/bidder for Award of the Contract to the FAA. Upon receipt, the FAA will then offer their concurrence in the award of the Contract.

V. LEGAL ISSUES: None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the bid recommendation to the FAA by Darin Neufeld of EBH Engineering and staff
2. Direct staff regarding an alternative bid recommendation.



CITY COMMISSION COMMUNICATION FORM

FROM: Darin Neufeld, EBH
Kenton Keith, Street Superintendent
Kent Brown, City Manager

DATE: 3/20/2023

ITEM: Seal & Paint - Airport

NEXT STEP: Recommendation to KDOT for Award of Contract

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE: Sealed bids subject to the conditions and provisions presented herein will be received until 2:00 pm (MDT), Monday, March 20, 2023 and then publicly opened and read at Office of the City Clerk, for furnishing all labor, materials and equipment and performing all work necessary to: Seal & Paint Runway 12-30, Taxiway A and the apron as stated in the KDOT AV-2023-25 KAIP Pavement Preservation Grant.

II. RECOMMENDED ACTION / NEXT STEP:
Staff will recommend based on bids received.

III. FISCAL IMPACTS:
KDOT Aviation awarded a FY23 state aviation grant for this project:
Pavement Preservation \$409,050.00
This matches the planning number and what we are using for the grant application for the project.

Will be paid out of Airport Fund – with the grant process providing reimbursement.

Purchasing Policy procedures: PURCHASES IN EXCESS OF \$15,000. All purchases in excess of \$15,000 shall have the proper approval of the City Manager (up to \$25,000) and the Governing Body (in excess of \$25,000) after bids/proposals have been received.

Bid notices were published at the EBH plan room on February 27.
Bid notices were then published on the city's website and at bidnetdirect.com on March 1.
Bids will be opened 2 pm on March 20, 2023 at City Hall.

IV. BACKGROUND INFORMATION:
Resolution No. 1589, approved at the June 20, 2022 Commission meeting, authorized the Mayor to execute on behalf of the City of Goodland Project No. AV-2023-25 KAIP PAVEMENT PRESERVATION GRANT AGREEMENT between the Secretary of Transportation of the State of Kansas Department of Transportation and the City of GOODLAND, KANSAS.

The grant from KDOT Aviation is to preserve pavement on Runway 12/30 (the primary runway). This project is to replace joint seals in approximately 50% of the joints in the primary runway and a portion on the general aviation apron. The runway was last joint sealed and repainted summer 2006. Total project estimate is \$454,500 with the KDOT grant in the amount of \$409,100 (90/10 split). The City is also responsible for 100% of costs for design engineering. Staff will review bids when received and provide a bid tabulation at the Commission meeting along with staff recommendation.

Company		Price	Notes

KDOT's requirements - What you need to submit after the city opens bids

- Consultant Evaluation of Bids
- Sponsor Recommendation for Award of the Contract
- Bid Tabulation

Upon receipt of the above information we will be in a position to evaluate the bids and offer our concurrence in award. Please note that any construction contract awards made prior to receipt of our letter could jeopardize KDOT Aviation participation in the project.

Consequently, the Commission will be asked to recommend vendor/bidder for Award of the Contract to KDOT Division of Aviation.

V. **LEGAL ISSUES:** None

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the bid recommendation to the FAA by Darin Neufeld of EBH Engineering and staff
2. Direct staff regarding an alternative bid recommendation.

Goodland Municipal Airport (GLD) Seal & Paint

January 2023

EBH Project No. R4238.1



Helping Clients Prosper + Grow

Evans-Bierly-Hutchison & Associates, P.A.

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CONSTRUCTION SAFETY AND PHASING PLAN

AC 150/5370-2F Operational Safety on Airports during Construction (by reference only)

In case of a conflict between the Drawings and Specifications, the Drawings will govern

**DIVISION 1
NOTICE TO BIDDERS/INVITATION FOR BIDS**

**GOODLAND MUNICIPAL AIRPORT
SEAL & PAINT**

Sealed bids subject to the conditions and provisions presented herein will be received at the EBH online planroom until **2:00 pm (MDT), Monday, March 20, 2023** and then opened in an online public forum and read, for furnishing all labor, materials and equipment and performing all work necessary to: **Seal & Paint**.

Copies of the bid documents including project drawings and technical specifications are on file and may be inspected at:

<https://ebhengineering.com/plan-room/>

Office of City Clerk, Goodland, Kansas
204 West 11th, PO Box 59
Goodland, KS 67735

Evans-Bierly-Hutchison & Associates, P.A.,
596 Airport Road
Goodland, KS 67735

Contract Work Items: This project will involve the following work items and estimated quantities. Prospective bidders are hereby advised that the quantities indicated herein are approximate and are subject to change per the Section 40 of the General Provisions.

BASE BID:

Mobilization	1	LS
Joint Prep	36,500	lf
Crack Prep	23,500	lf
Joint Sealing	60,000	lf
White Airfield Markings with Beads	39,000	sf
Yellow Airfield Markings with Beads	6,000	sf
Black Airfield Markings	20,000	sf
Traffic Control	1	LS

Contract Time

The owner has established a contract performance time of **40 working days** from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the project manual.

Bid Security

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to **City of Goodland**.

Bonding Requirements

The successful bidder will be required to furnish separate performance and payment bonds each in the amount equal to 100% of the contract price at the time of contract execution.

Award of Contract

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **City of Goodland** for a period not to exceed **60 days** from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible. The right is reserved, as the **City of Goodland** may require, to reject any and all bids and to waive any informality in the bids received.

Prospective Bidders are hereby advised that award of contract is contingent upon the owner receiving Federal funding assistance under the Airport Improvement Program.

ADDITIONAL PROVISIONS

Modification to the project documents may only be made by written addendum by the Owner or Owner's authorized Representative.

The proposal must be made on the forms provided within the bound project manual. Bidders must supply all required information prior to the time of bid opening.

SUBMITTAL OF PROPOSALS

Additional information and instruction for submittal of a proposal are provided within the Instructions-to-Bidders. All bids shall be submitted to the online planroom at <https://ebengineering.com/plan-room/>

No paper bids shall be accepted for this project

REQUESTS FOR BIDS / INVITATION FOR BIDS
(Advertisement)

GOODLAND MUNICIPAL AIRPORT
SEAL & PAINT

Sealed bids subject to the conditions and provisions presented herein will be received until **2:00 pm (MDT), Monday, March 20, 2023** and then publicly opened and read at Office of the City Clerk, for furnishing all labor, materials and equipment and performing all work necessary to: **Seal & Paint**.

Copies of the bid documents including project drawings and technical specifications are on file and may be inspected in the online plan room at:

<https://ebhengineering.com/plan-room/>

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to **City of Goodland**.

Bids may be held by the **City of Goodland** for a period not to exceed **60 calendar** days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

The right is reserved, as the **City of Goodland** may require, to reject any and all bids and to waive any informality in the bids received.

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DIVISION 2**INSTRUCTIONS TO BIDDERS****Owner and Owner's Representative**

The Owner as stated herein refers to the following agency City of Goodland.

The Owner's authorized representative as stated herein refers to the Owner's Consultant

Evans-Bierly-Hutchison & Associates, P.A., Consulting Engineer
596 Airport Road
Goodland, KS 67735

herein referred to as Engineer.

Bidder Representations

By submittal of a proposal (bid), the BIDDER represents the following:

- The Bidder has read and thoroughly examined the project documents
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- The Bidder has fully informed themselves of the project site, the project site conditions and the surrounding area.
- The Bidder has familiarized themselves of the requirements of working on an operating airport and understands the site conditions that may in any manner affect cost, progress or performance of the work
- The Bidder has correlated their observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated bid documents.

Bid Documents/Project Manual

The bid documents are comprised of the following; Notice-to-Bidders, Instructions-to-Bidders, General Provisions, Supplementary Provisions, Technical Specifications, Project Drawings, Proposal Form with attachments, Form of Contract Agreement, any authorized addenda issued by the Owner and any document incorporated in whole or in part by reference therein.

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful bidder.

Those individual elements of the Contract Documents that are bound together shall also be referred to as the Project Manual. No part of the project manual that is bound may be removed or detached.

Prospective bidders may obtain a copy of the project manual and project drawings from the designated office identified within the Notice-to-Bidders.

Modifications to Project Documents

Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

Errors and Discrepancies in Project Documents

Should Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a proposal, the Bidder is obligated to contact the Owner or Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, Bidder represents that they have thoroughly reviewed the project

documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

Clarifications and Interpretations

A bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request a minimum of seven (7) calendar days prior to the date of the bid opening.

Interpretations of Estimated Proposal Quantities

An estimate of quantities of work to be accomplished and materials to be furnished under these specifications is stated within the project manual. This estimate is a result of careful calculations and is believed to be correct. The estimated quantities are given only as a basis for comparison of proposals and the award of contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities.

The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled "Alteration of Work and Quantities" of the general provisions without in any way invalidating the unit bid prices.

Examination of Plans, Specifications and Site Conditions

As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the proposal, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Boring logs and other records of subsurface investigations and tests, as appropriate may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the project drawings, specifications or otherwise made available to the Bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agree that Bidder is solely responsible for all assumptions, deductions, or conclusions which he or she may make from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

Issuance of Proposal Forms

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should the bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
- c. Contractor default under previous contracts with the owner
- d. Unsatisfactory work on previous contracts with the owner

Form of Proposal

All bid proposals shall be made on the forms provided by the Owner within the bound Project Manual. No bidder may submit more than one proposal. All proposals are to be written in ink and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the proposal form by the bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the written value will take precedence.

Signature of Proposal

The proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Owner as an attachment to the proposal.

Modification or Withdrawal of Bid Proposal

Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of proposals will be returned unopened to the sender.

Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder's authorized representative must submit any bid modification into the appropriate location on the plan room (<https://ebhengineering.com/plan-room/>) prior to the time of the bid opening. Withdrawal of a proposal may be made, subject to the time constraint noted herein, at the same online plan room (<https://ebhengineering.com/plan-room/>).

Bid Guaranty

Each bid proposal must be accompanied by a bid guaranty in the amount of five percent (5%) of the total amount of the bid. The bid guaranty may be by bid bond or certified check made payable to the Owner. The bid bond shall be from a responsible surety qualified to conduct business within the State of Kansas. A certified check shall be issued from a responsible and solvent bank or trust company.

Bidder Qualifications

Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. To be determined responsible, a prospective contractor must:

- Have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.

Evidence of financial responsibility shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports. If the Bidder is presently pre-qualified with the State Highway agency, evidence of this pre-qualification may serve as evidence of financial responsibility in lieu of the certified financial statements and reports.

Alternate Bids

Bidder shall complete all blanks provided on the proposal forms. When so permitted by the Owner, the Bidder shall legibly write the statement "No Bid" for those alternate bid options that the Bidder elects not to submit a proposal.

Submission of Bid Proposal

Proposals shall be uploaded to the plan room (<https://ebhengineering.com/plan-room/>) by the specified time and date for receipt of bids. Proposals received after the specified time will not be allowed to upload to the biddin site. They shall not receive consideration nor be opened.

For a modification to a previously submitted proposal, resubmit a new bid package and identify as a Bid Modification during the online submission process.

Bid Opening

All proposals submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the Owner or the Owner's representative. Bidders, their authorized agents, and other interested parties are invited to attend. This opening maybe in person, or by electronic online viewing or audio. Proposals cannot be accepted by the plan room system after the stated time and date for receipt of bids. These bids will be automatically rejected without consideration.

Evaluation of Proposals

Proposals may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed 60 calendar days from the stated date for receipt of bids. The Owner will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their proposal for the duration of this period of review and evaluation. The bid guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

Bid Informalities and Irregularities

The Owner reserves the right to waive any informality or irregularity discovered in any proposal, which in the owner's judgment best serves the Owner's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

Irregular Proposals

Proposals meeting the following criteria are subject to consideration as being irregular:

1. If the proposal is on a form other than that furnished by the Owner or Owner's representative.
2. If the form furnished by the Owner or Owner's representative is altered or detached from the original document.
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
4. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
5. If the proposal contains unit prices that are obviously unbalanced.
6. If the proposal is not accompanied by the bid guarantee specified herein.

Disqualification of Bid Proposals

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory bid guarantee;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their proposal;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration;
- Evidence of collusion among bidders.

Cancellation of Award

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the bid guaranty, at any time prior to execution of the contract.

Notice of Award of Contract

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible bidder that submits the lowest responsive proposal. The successful bidder will be informed their bid has been accepted through the Owner's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

Award of Alternates

Unless specifically stated, the Owner reserves the right to accept alternates in any order or combination, which in the judgment of the Owner, best serves the Owner's interest.

Return of Bid Guaranty

The bid guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the bid guaranty. The bid guaranty of the second and third lowest responsible bidders will be retained for a period of 30 days pending the execution of the contract documents by the successful bidder.

Except as noted above, the bid guaranty of unsuccessful bidders will be returned at the point their proposal is rejected.

Contract Agreement

The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within **thirty (30)** days of the date of the Notice-of-Award. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low bidder and shall result in the forfeiture of the Bidder's bid guarantee as a liquidated damage.

Performance and Payment Bonds

The successful Bidder shall furnish separate performance and payment bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the bond shall be that provided within the project manual. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.

The executed bonds shall be delivered to the Owner within **fifteen (15)** calendar days from the date of contract execution. Bonds should not be executed prior to execution of the contract agreement. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

Certificates of Insurance

The successful Bidder shall furnish to the Owner all required certificates of insurance as specified with the project manual.

Approval of the Contract

Upon receipt of the Contract Agreement, Contract Bonds and Certificate of Insurance as executed by the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner's judgment that it remains in their best interest to enter into the Agreement.

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder's proposal and all terms and conditions of the Contract Agreement.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the bid documents become equivalent to the term "Contractor".

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**PART B
FAA REQUIREMENTS**

Not Used

**PART C
STATE REQUIREMENTS**

Not Used

**PART D
LOCAL REQUIREMENTS**

Not Used

**PART E
MISCELLANEOUS**

1. STAGING AREA. Contractor will be assigned a staging area near the hangar area during the preconstruction meeting. At the end of each work day, all equipment and materials must be stored in these staging areas unless otherwise approved by the Engineer. At no time will contractor be allowed to leave equipment or uninstalled materials inside the Object Free Area during nonworking hours.

2. SALVAGEABLE MATERIAL. Contractor will remove all existing material identified in the Plans to be removed or replaced under this contract. All salvageable material will be delivered to the Owner. Removal of these items shall be subsidiary to the line item corresponding to the installation of new item. Contractor shall be responsible for the damage or loss of salvageable equipment prior to delivery to the Owner. Inventory of this salvageable equipment will be taken prior to the start of construction of each phase.

3. SALES TAX. Labor services, materials, and equipment incorporated into the Work under these Contract Documents are exempt from payment of the Kansas Sales Tax. City will apply for Sales Tax Exemption Certificate at the time of the signing of the Agreement. The sales tax on any material purchased prior to the date on the Sales Tax Exemption form will be the responsibility of the Contractor.

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Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).

Paragraph Number	Term	Definition
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of

Paragraph Number	Term	Definition
		calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to

Paragraph Number	Term	Definition
		complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

Paragraph Number	Term	Definition
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Goodland.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work

Paragraph Number	Term	Definition
		and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the

Paragraph Number	Term	Definition
		contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See

Paragraph Number	Term	Definition
		the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See **Advertisement for Bids** section of this document.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception

because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.

- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal shall be submitted into the electronic system of the Engineer.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 2 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work

covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If

any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. none

50-05 Cooperation of Contractor. The Contractor shall be supplied with two hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): electronic pdf

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

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

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such

inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: FAA Tech Ops (FAA owned PAPI).

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government is not funding any portion of the contract costs..

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet GI-001 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities

during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

- **FAA Technical Operations/System Support Center (SSC)**

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

- a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that

location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. The insurance requirements for the City of Goodland must be met. These requirements can be acquired at City Hall.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 14 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least [48 hours] prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

The closures and work areas by phase have been identified on the GI-101 sheet.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor’s control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner’s orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
1	\$1000	40 working days

The maximum construction time allowed for Schedule 1 will be the sum of the time allowed for individual schedules but not more than 150 calendar days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.

Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the

Term	Description
	<p>scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are

concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor. The percent withheld may range from 0% to 10% but in no case may it exceed 10%. When establishing a suitable retainage value that protects the Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner.

a. From the total of the amount determined to be payable on a partial payment, insert amount of retainage, not to exceed 10% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such

claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

Part 2 – General Construction Items

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

END OF ITEM C-105

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Part 3 – Sitework

NOT USED

Part 4 –Base Courses

NOT USED

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Part 5 – Stabilized Base Courses

NOT USED

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Part 6 – Flexible Pavements

NOT USED

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Part 7 – Rigid Pavement

NOT USED

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Part 8– Surface Treatments

NOT USED

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Part 9– Miscellaneous

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of D6690.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be $25\% \pm 5\%$ larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately $1/8$ inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 7 days prior to use on the project.

a. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

b. Sandblasting equipment. The Contractor must demonstrate sandblasting equipment including the air compressor, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the Resident Project Representative (RPR), that the method cleans the joint and does not damage the joint.

c. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

d. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by sandblasting or concrete saw as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/4 inch \pm 1/16 inch below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in

accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot (meter) of sealant in place, completed, and accepted.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at the contract unit price per linear foot (meter). The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.1 Joint Sealing Filler, per linear foot (meter)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789 Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)

ASTM D5249 Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30 Design and Installation Details for Airport Visual Aids

END ITEM P-605

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Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
*II	White	*37925	*115 ft ² /gal	*I, A	*7 lb/gal
*II	Yellow	33538	*115 ft ² /gal	* I, A	*7 lb/gal
*II	Black	37038	*115 ft ² /gal	* I, A	*7 lb/gal

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans. The locations of markings to receive silica sand shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 readings shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting.

620-4.1b The quantity of reflective media shall be paid for by the number of pounds (kg) of reflective media.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a Payment for markings shall be made at the contract price for the number of square feet (square meters) of painting.

620-5.3b Payment for reflective media shall not be made. It will be subsidiary to the square feet of paint.

Payment will be made under:

Item P-620-5.1a Marking per square foot (square meter) with Reflective Media

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

- ASTM D476 Standard Classification for Dry Pigmentary Titanium Dioxide Products
- ASTM D968 Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
- ASTM D1652 Standard Test Method for Epoxy Content of Epoxy Resins
- ASTM D2074 Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
- ASTM D2240 Standard Test Method for Rubber Property - Durometer Hardness
- ASTM D7585 Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
- ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
- ASTM E1710 Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
- ASTM E2302 Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
- ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

- 40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

- FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective
- FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne
- FED STD 595 Colors used in Government Procurement

Commercial Item Description

- A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

- AC 150/5340-1 Standards for Airport Markings
- AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

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Part 10 – Fencing

NOT USED

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Part 11 – Drainage

NOT USED

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Part 12 – Turfing

NOT USED

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Part 13 – Lighting Installation

NOT USED

Intentionally Left Blank

PROPOSAL FORM

TO: City Manager, City of Goodland

The undersigned, in compliance with the request for bids for construction of the following Project:

Seal & Paint

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BASE BID:

Item No.	Quantity	Units	Spec. Ref.	Items With Unit Bid Price Written in Words	Unit Price		Extension	
					Dollars	Cents	Dollars	Cents
1	1	LS	C-105	Mobilization				
2	36,500	lf		Joint Prep				
3	23,500	lf		Crack Prep				
4	60,000	lf	P-605-5.1	Joint Sealing				
5	39,000	sf	P-620-5.1	White Airfield Marking w/Beads				
6	6,000	sf	P-620-5.2	Yellow Airfield Marking w/Beads				
7	20,000	sf	P-620-5.3	Black Airfield Marking				
8	1	LS		Traffic Control				

TOTAL BASE BID _____

TOTAL BASE BID IN WORDS _____

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.

- e. The BIDDER acknowledges and accepts the OWNER’S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **60 calendar** days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within **thirty (30) days** of the notice-of-award and furthermore and provide executed payment and performance bonds within **fifteen (15) days** from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within **thirty (30) days** of the date specified in the written “Notice-to-Proceed” as issued by the OWNER. The undersigned further agrees to complete the Project within **40 working days** from the commencement date specified in the Notice-to-Proceed.
- h. The undersigned acknowledges and accepts that for each and every Calendar/Working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$1,000 per Calendar day** as a liquidated damage to the OWNER.
- i. The undersigned acknowledges receipt of the following addenda:

Addendum Number __ dated _____	Received _____
Addendum Number __ dated _____	Received _____
Addendum Number __ dated _____	Received _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned

further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

- b. **Certification of Non-Segregated Facilities:** (41 CFR Part 60-1.8)
The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

- c. **Trade Restriction Certification:** (49 CFR Part 30)
The Bidder, by submission of an offer certifies that it:
1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** (49 CFR Part 29)
The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

ATTACHMENTS TO THIS BID

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

1. Bid Guaranty in the form of _____;
2. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.

A1. SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____
By: _____
(Signature of Individual)
Doing Business as: _____
Business Address: _____
Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____
By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)
Name and Title: _____
Business Address: _____
Telephone Number: _____

IF A CORPORATION:

Corporation Name: _____
By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)
Name and Title: _____
Business Address: _____
Telephone Number: _____

(CORPORATE SEAL)

ATTEST:

By: _____
(Authorized Signature)
Name and Title: _____

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____
By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)
Name and Title: _____
Business Address: _____
Telephone Number: _____

Joint Venture Name: _____
By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)
Name and Title: _____
Business Address: _____
Telephone Number: _____

PERFORMANCE BOND

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the City of Goodland as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: _____

Project Location: _____

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

- 1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion 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 penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name:

Signature:

Name and Title:

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name:

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)* STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)* CONTRACT NO. CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the **City of Goodland**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: _____

Project Location: _____

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

5. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
6. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
7. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
8. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
9. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name:

Signature:

Name and Title:

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name:

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

CONTRACT AGREEMENT

**GOODLAND MUNICIPAL AIRPORT
SEAL & PAINT**

**THIS AGREEMENT, MADE AS OF _____ IS BY AND
BETWEEN**

the OWNER: Office of City Clerk, Goodland, Kansas
204 West 11th, PO Box 59
Goodland, KS 67735

And the CONTRACTOR:

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at the Goodland Municipal Airport generally described as follows;

Removing Existing Asphalt Pavement and Replace with Concrete Pavement and Subgrade Modification to Include Pavement Marking

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - WORK

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

ARTICLE 2 – CONTRACT DOCUMENTS

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

ARTICLE 3 – CONTRACT PRICE

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$ _____ (\$ _____)
(Amount in Written Words) *(Amount in Numerals)*

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR’S Bid Proposal, which is attached to and made a part of this Agreement;

- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

ARTICLE 4 – PAYMENT

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract. OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

ARTICLE 5 – CONTRACT TIME

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 40 working days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

ARTICLE 6 – LIQUIDATED DAMAGES

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$ 1,000 per day for each day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

ARTICLE 8 – CONTRACTOR'S CERTIFICATIONS

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
 The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

ARTICLE 9 – MISCELLANEOUS

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE 10 – OWNER’S REPRESENTATIVE

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:
 Evans-Bierly-Hutchison & Associates, P.A., Consulting Engineer
 596 Airport Road,
 Goodland, KS 67735

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed four (4) copies of this Agreement on the day and year first noted herein.

 By: _____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

 (Office or Position of Signer)

 By: _____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

 (Office or Position of Signer)

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APPENDIX

- **CONSTRUCTION SAFETY AND PHASING PLAN**
 - **AC 150/5370-2G Operational Safety on Airports during Construction - not included in this document reference only**
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CITY COMMISSION COMMUNICATION FORM

FROM: Neal Thornburg, Water & Sewer Superintendent
Kent Brown, City Manager

DATE: 3/20/2023

ITEM: Water tower maintenance inspection

NEXT STEP: Approve proposal

ORDINANCE
 MOTION
 INFORMATION

- I. REQUEST OR ISSUE:** The purpose of this project is to solicit qualifications and cost proposals from firms to provide inspection, cleaning, sampling of water and accumulated sediment, conducting a condition assessment report detailing observations and deficiencies of three (3) water tower storage tanks and two (2) clearwell tanks for the next three (3) years.
- II. RECOMMENDED ACTION / NEXT STEP:**
Award project based on RFP responses. Superintendent Thornburg will present additional information at meeting.
- III. FISCAL IMPACTS:**
Budgeted in Water Utility Fund
Line item 21-42-2140 – Professional Services.
- IV. BACKGROUND INFORMATION:**
The request for proposal was published on February 2, 2023 on bidnetdirect.com
Bid responses were received by March 15, 2023.
Four (4) vendors responded.

	Maguire Iron	MidCo	H2O Solutions	Viking
Total per year	\$19,450	\$18,318	\$12,300	\$15,180
Total 3 years (completed annually)	\$58,350	\$54,954	\$36,900	\$45,540
Hourly sediment and debris removal rate over 8 hrs	\$715	\$485	\$400	\$325

H2O Solutions did not visit site as required in the RFP (or have a previous site visit). In addition, all prior references were for work completed in locations in Washington, Oregon Texas and Florida.

Staff confirmed KDHE requirements that inspection report needs to be completed on a biannual basis and not annually as originally included in the proposal. The inspection report will be completed twice during the contract.

Staff recommends Viking Industrial Painting as the lowest responsive, responsible and qualified bidder that meets all the criteria as stated in the RFP. In addition, Viking is able to follow up (and complete/implement upon approval) repair and replacement projects identified in the inspection maintenance report. Superintendent Thornburg will provide additional information at the Commission meeting.

V. **LEGAL ISSUES:** None

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:**

SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the proposal as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.



CITY COMMISSION COMMUNICATION FORM

FROM: Neal Thornburg, Water & Sewer Superintendent
Kent Brown, City Manager

DATE: 3/20/2023

ITEM: Sewer main rehab project

NEXT STEP: Approve proposal

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE: The purpose of this project is to rehabilitate (i.e., slip-line) ten (10) existing sewer mains within the City of Goodland sewer collection system as well as completing section point repairs on ten (10) other locations.

II. RECOMMENDED ACTION / NEXT STEP:
Award project based on RFP responses. Superintendent Thornburg will present additional information at meeting.

III. FISCAL IMPACTS:
City has received ARPA (American Rescue Plan Act of 2021) funds that can only be used for certain sectors, systems and facilities. The City has received \$673,799 in ARPA funds. After the project at the wastewater plant, the City still has \$499,352.43 available. Funds need to be obligated by the end of 2024 and expended by the end of 2026. There is a restriction on ARPA funds on where they can be used. For the City of Goodland, investments in water and sewer infrastructure meet the criteria.

IV. BACKGROUND INFORMATION:
Project developed as a result of annual projects to inspect and camera sections of sewer mains within Goodland. Twenty nine sections of pipe and over 9,300 lineal feet of sewer mains were identified with issues ranging from average to severe. These sections are mainly confined to the southwest quarter of the residential area of Goodland. The sections that were identified as heavy or severe issues were included in the request for proposal.

The request for proposal was published on January 25, 2023 on bidnetdirect.com
Staff conducted a mandatory virtual meeting on February 9, 2023 with prospective bidders. Bid responses were received by March 7, 2023.
There was one company, Johnson Service Company that responded and is included in agenda packet.

SCOPE OF WORK - CIPP

Location	Line Size	Pipe Length	Note	Rehab
1. 16TH ST. & ALLEY BETWEEN COLORADO AVE. & TEXAS AVE.	8	493.4	Roots/Cracks	CIPP
2. 16TH ST & EAST ALLEY BETWEEN MONTANA AVE. & KANSAS AVE.	8	477.4	Flush Pit must be removed prior to rehab	MH/CIPP
3. WYOMING AVE, BETWEEN W 11TH ST & W 12TH ST	8	362.6	Cracks and Fractures	CIPP
4. KANSAS AVE, BETWEEN W 12TH ST & W 13TH ST	8	557.4	Flush Pit must be removed prior to rehab	MH/CIPP
KANSAS AVE, BETWEEN W 12TH ST & W 13TH ST	8	312.9	Cracks and Breaks	CIPP
5. TEXAS AVE, BETWEEN W 10TH ST & W 11TH ST	8	386.3	Flush Pit must be removed prior to rehab	MH/CIPP
6. SYRACUSE AVE, BETWEEN W 9TH ST & W 10TH ST, WEST OF CURB	8	305.7	Roots/Cracks I/I at MH	MH/CIPP
7. BETWEEN 11TH & 12TH ON SHERMAN	8	94.6	CIPP	CIPP
8. BETWEEN 11TH & 12TH ON GRAND	8	379.3	Breaks and holes in pipe	CIPP
9. BETWEEN 13TH & 14TH ON SHERMAN AVE ON THE SIDE WALK	8	90.4	Tuberculation	CIPP
10. BETWEEN 12TH & 13TH ON WYOMING AVE	8	358	Cracks/Breaks/Roots	CIPP

SCOPE OF WORK - POINT REPAIR

Location	Line Size	Pipe Length	Note	Rehab
1. 15TH ST. & ALLEY BETWEEN CATTLETRAIL AVE. & WYOMING AVE.	8	157.3	Install PRP once repair is complete	PRP
2. 15TH ST. & ALLEY BETWEEN COLORADO AVE. & WYOMING AVE.	8	198.1	Install PRP once repair is complete	PRP
3. 17TH ST. & ALLEY BETWEEN SYRACUSE AVE. & TEXAS AVE.	8	4	Install PRP once repair is complete	PRP

4. 16TH ST. & ALLEY BETWEEN SYRCUSE AVE. & TEXAS AVE.	8	473.2	Install PRP once repair is complete	PRP
5. 17TH ST. & ALLEY BETWEEN SYRCUSE AVE. & MONTANA AVE.	8	222.1	Hole in Pipe/Flush Pit	MH/PRP
6. 16TH ST. & ALLEY BETWEEN SYRCUSE AVE. & MONTANA AVE.	8	535.1	Hole in Pipe	PRP
7. 15TH ST & ALLEY BETWEEN SYRACUSE AVE. & MONTANA AVE.	10	192	Cracks	PRP
8. 16TH ST & ALLEY BETWEEN GRAND AVE. & SHERMAN AVE.	8	388.3	Flush Pit must be removed prior to rehab. Reinstate on PRP	MH/PRP
9. MONTANA AVE, BETWEEN W 10TH ST & W 11TH ST	10	402.8	Flush Pit must be removed prior to rehab	MH/PRP
10. BETWEEN 13TH & 14TH ON KANSAS AVE	8	555.1	Flush Pit must be removed prior to rehab	MH

Staff has identified one other line that is a more pressing issue. Staff will work with vendor to develop change order that may eliminate a section identified in this scope of work and substitute another section. The result will be presented to the Commission for approval.

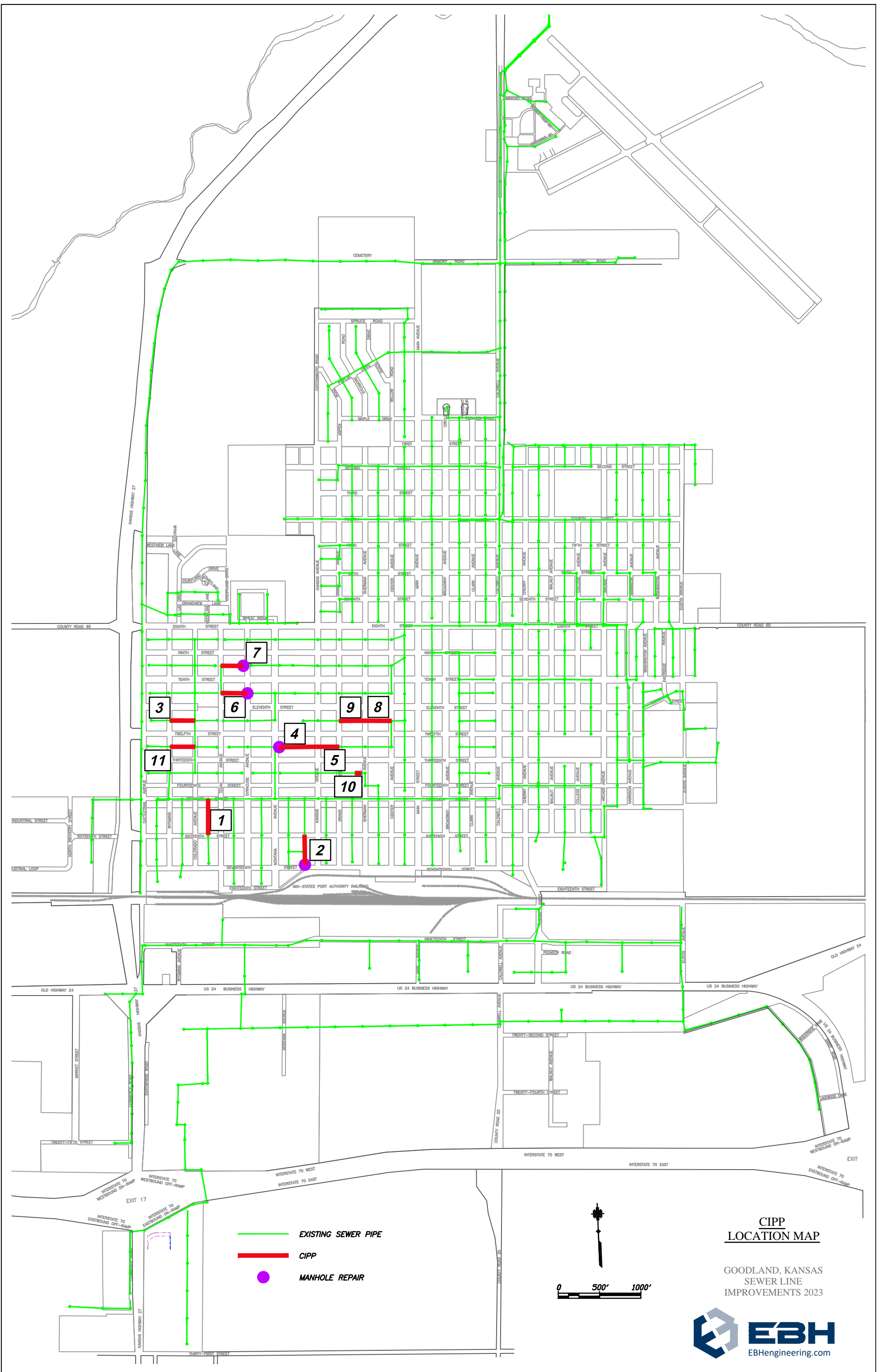
V. **LEGAL ISSUES:** None

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:**

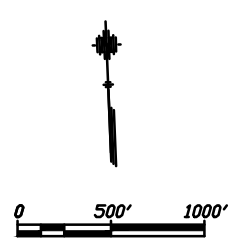
SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the proposal as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.



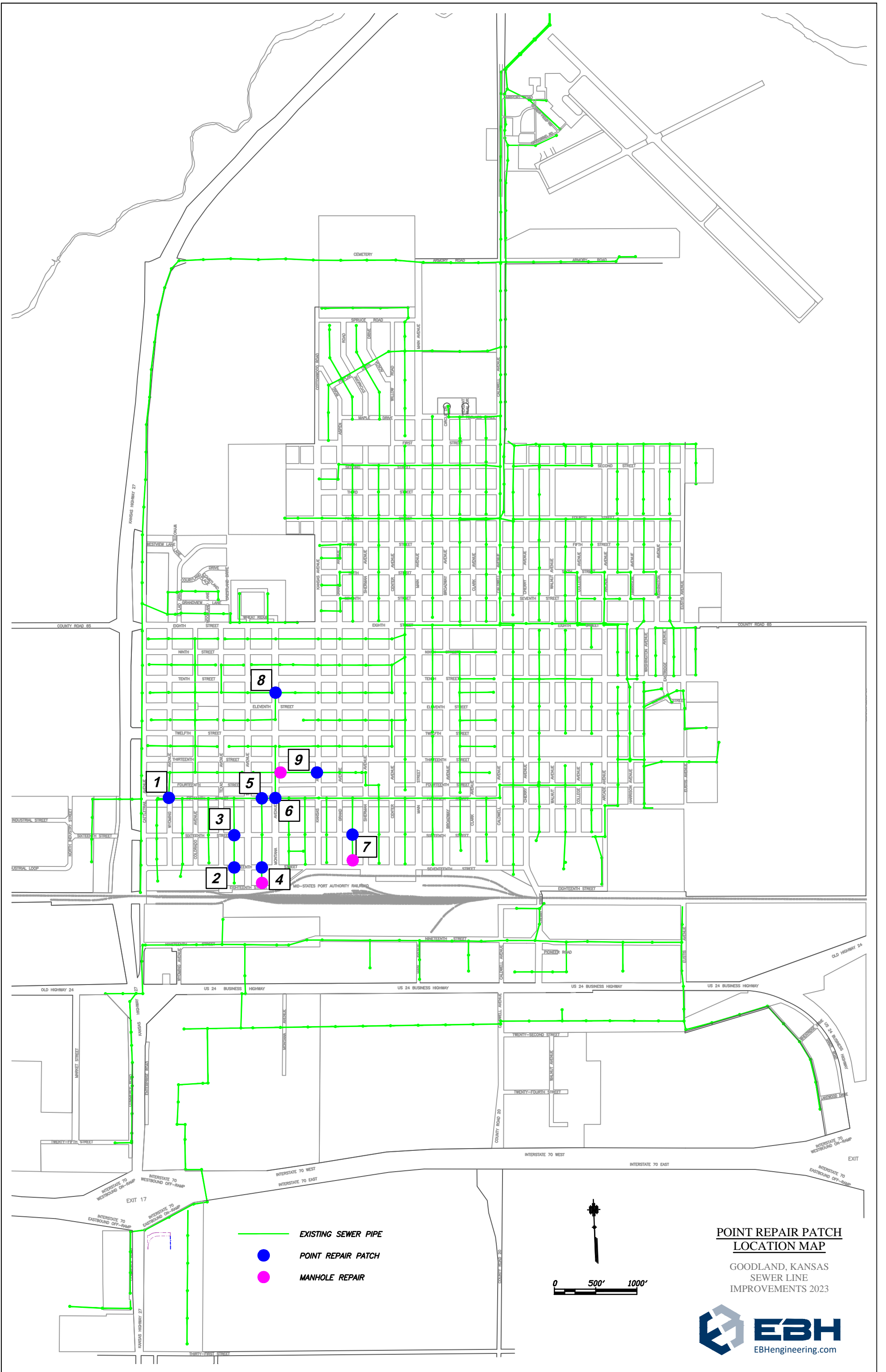
- EXISTING SEWER PIPE
- CIPP
- MANHOLE REPAIR



**CIPP
LOCATION MAP**

GOODLAND, KANSAS
SEWER LINE
IMPROVEMENTS 2023



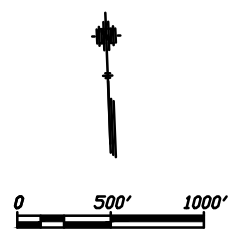


**POINT REPAIR PATCH
LOCATION MAP**

GOODLAND, KANSAS
SEWER LINE
IMPROVEMENTS 2023



- EXISTING SEWER PIPE
- POINT REPAIR PATCH
- MANHOLE REPAIR





QUOTATION

P.O. Box 1065
Kearney, Nebraska 68848
(308) 237-6651 Fax: (308) 234-5390

QUOTE SUBMITTED TO:	CITY OF GOODLAND	DATE:	3/6/23
ATTENTION:	KENT	PROJECT NAME:	2023-01 SEWER LINING PROJECT
ADDRESS:		PROJECT LOCATION:	GOODLAND, KS
PHONE:	(785) 890-4500	ENGINEER:	

DESCRIPTION OF WORK	UNIT	UNIT PRICE
1. CIPP – Do Not Exceed Price	Lump Sum	\$188,053
2. Point Repair Liners – Do Not Exceed Price	Lump Sum	\$35,600

CLARIFICATIONS:

- Pricing valid for 60 days.
- We require the City to locate and expose all access points (manholes, cleanouts, etc.).
- City shall provide water for jetting and a waste disposal site.
- Final video of post-install CIPP will be left with City prior to us moving on after the job.
- Timing of work will be based on our schedule at time of acceptance.

Signature



QUOTATION

P.O. Box 1065
 Kearney, Nebraska 68848
 (308) 237-6651 Fax: (308) 234-5390

CIPP

Run #	Manhole Numbers	Size	Length	Services	Total
1	19-20	8	494	13	\$19,656
2	35-37	8	478	11	\$18,882
3	85-84	8	363	0	\$13,249.50
4	70-71	8	558	15	\$22,242
5	71-72	8	313	13	\$13,049.50
6	91-92	8	387	12	\$15,625.50
7	106-107	8	306	10	\$12,419
8	75-76	8	395	13	\$16,042.50
9	77-76	8	380	17	\$15,995
10	53a-52	8	91	1	\$7,950
11	64-65	8	358	11	\$14,442
Mobilization of CIPP Crew and equipment					\$18,500
DO NOT EXCEED -----					<u>\$188,053</u>

Point Repair Liners

Size	Unit Price per ea.	Total to do	Total Price
8"	\$2,850	8	\$22,800
10"	\$3,150	2	\$6,300
Mobilization of Point Repair Crew and equipment			\$6,500
DO NOT EXCEED -----			<u>\$35,600</u>