

## GENERAL PROVISIONS

The provisions in this section shall be considered as applicable to all parts of these specifications including all revisions or supplements.

GP01 DEFINITIONS. Whenever the following words, phrases, or abbreviations appear in these specifications, they shall have the following meanings:

1. *City* shall mean the city of Gardner, Kansas, a municipal corporation, acting by and through its duly elected governing body and its duly appointed officials.
2. *Engineer* shall mean the City Engineer of the city of Gardner or his authorized representatives acting on behalf of the city.
3. *Design Engineer* shall mean a licensed engineer under contract to the developer or the city of Gardner for the purpose of preparing and sealing engineering design drawings for a specific public improvement project.
4. *Inspector* shall mean an authorized representative of the City Engineer who has been assigned to assure conformance to the requirements of these specifications by the contractor.
5. *Contractor* shall mean a person, partnership, or corporation duly licensed and bonded to the city of Gardner performing construction operations within the city of Gardner.
6. *Bond* shall mean performance and maintenance bonds and other instruments of security furnished by the contractor and his surety in accordance with these specifications.
7. *Day* shall mean a calendar day of twenty-four (24) hours measured from midnight to the next midnight.
8. Whenever the words *as directed*, *as required*, *as permitted*, or words of like meaning are utilized it shall be understood that the directions, requirements, or permission of the engineer is intended. Similarly, the words *approved*, *acceptable*, and *satisfactory* shall refer to approval of the engineer.

GP02 REFERENCED STANDARDS. Whenever references are made to standard specifications, methods of testing, materials codes, practices, and requirements it shall be understood that the latest revision of said references shall govern unless a specific revision is stated. Wherever any of the following abbreviations appear they shall have the following meaning:

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AISC American Institute of Steel Construction, Inc.

ASA American Standards Association

ISO Insurance Services Office

ASTM American Society for Testing and Materials

AWWA American Water Works Association

ANSI American National Standards Institute, Inc.

KHS Standard Specification for State Road and Bridge Construction, Kansas Department of Transportation, latest edition.

Where the words *these specifications* appear or where words of similar connotation are used it shall be understood that such reference refers to the Technical Specifications and Design Criteria for Public Improvement Projects of the city of Gardner.

GP03 PERMIT FOR CONSTRUCTION. No construction of any private street or public improvement project shall be undertaken until the following criteria and requirements have been fully met.

1. Contract plans and specifications have been submitted to and approved by the city engineer.
2. A suitable performance and maintenance bond has been submitted and approved by the engineer and placed on file with the city.
3. A contract for city inspection, executed by the developer, and a copy of the bid proposal for construction has been submitted to and approved by the city engineer.
4. Five (5) working days advance notification from the contractor prior to actual start of work must be received by the city engineer.

Compliance with the above shall constitute a permit for construction activities. Work discovered underway not complying to these requirements shall be ordered to cease and shall not be allowed to commence until such requirements have been met.

GP04 AUTHORITY OF THE ENGINEER. The city engineer is designated by the city of Gardner to exercise all authority on behalf of the city to ascertain that all construction of facilities is equal to or better than the minimum construction requirements set forth in these specifications. The engineer shall be represented by a project inspector to check any and all work performed, including all materials to be incorporated in the work, and all construction methods and practices. The engineer shall have the sole authority to issue, in writing, any deviations from the provisions of these specifications or changes to any previously approved drawing.

GP05 OBSERVATION OF THE WORK.

1. General:

- A. All materials and workmanship shall be subject to observation, examination, or test by the city of Gardner and the engineer or his representative at any and all times during construction and at any and all places where such construction is carried on. The city of Gardner shall have the authority to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the project area and replaced with material of the specified quality to the satisfaction of the engineer. If the contractor fails to proceed at once with correction of rejected workmanship or defective material, the city of Gardner may contract or otherwise have the defects remedied or rejected materials removed from the project area and charge the cost of the same against the contractor, without prejudice to any other rights or remedies of the city of Gardner.
- B. The contractor shall have available on the work site at all times one copy of the approved plans and these technical specifications. He shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the city engineer, city inspectors, and other contractors in every way possible. The contractor shall designate and have on the work site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, who shall receive instructions from the engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the engineer without delay and to supply promptly such materials, tools, plant equipment, and labor as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.
- C. The contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time, as applicable, required by these specifications.

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

Any person employed by the contractor or by any subcontractor who, in the opinion of the engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the engineer, be removed forthwith by the contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the engineer.

Should the contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the engineer may suspend the work by written notice until such order(s) is/are complied with.

- D. The contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the city of Gardner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- E. The contractor shall notify the city of Gardner sufficiently in advance of backfilling or concealing any facilities to permit proper observation. If any facilities are concealed without approval or consent of the city of Gardner, the contractor shall uncover for observation and recover such facilities all at his own expense, when so requested by the city of Gardner.
- F. Neither observing, testing, approval nor acceptance of the work in whole or in part, by the city of Gardner or its agents shall relieve the contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the specifications.
- G. Any change or deviation from the approved plans and specifications that has been approved by the engineer must be received by the inspector in writing prior to implementing the change. The inspectors are not authorized to alter any provisions or to issue instructions contrary to these specifications, or to make any revisions to any previously approved drawing.

## 2. Defective Work:

- A. The term "defective" is used in these documents to describe work that is unsatisfactory, faulty, not in conformance with the requirements of the specifications, or not meeting the requirements of any observation, test, approval, or acceptance required by law or the specifications.
- B. Any defective work may be disapproved or rejected by the city at any time before final acceptance even though it may have been overlooked and included in a previous pay estimate.

C. Contractor shall furnish samples of questionable equipment or materials from completed work for testing purposes when required by the engineer. All costs in connection with the testing of equipment and materials proven to be defective shall be paid by the contractor.

3. Uncovering Work:

A. If any work is covered without concurrence of the inspector it must, if requested by the inspector, be uncovered for his observation. Such work will be at the contractor's expense unless the contractor has given the inspector timely notice and the inspector has not acted within a reasonable time.

B. Should it be considered necessary or advisable by the city of Gardner, at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, the contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the specifications, the actual cost of labor and materials necessarily involved in the examination and replacement, plus 15 percent of such cost to cover superintending, general expenses and profit, shall be allowed the contractor and he shall, in addition, if completion of the work of the entire contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

GP06 HOURS OF WORK, WEEKEND OR HOLIDAY WORK. Work on Saturdays or legal holidays shall be as approved by the city engineer. Requests for permission to work on legal holidays shall be considered upon advance notification of a minimum of two (2) working days prior to the anticipated date of the work to be performed. Sunday work shall not be permitted under any circumstance. The use of artificial light to permit night work shall not be permitted except in emergency situations.

Work will not be permitted prior to 7:00 a.m. and all work shall be completed prior to 7:00 p.m. The only exception to this is that no work will be permitted after sunset or before sunrise. Additionally, no paving operations will be permitted to start after 3:00 p.m. which cannot be completed by 5:00 p.m. Requests for permission to work overtime (beyond 5:00) shall be made directly to the attending project inspector by 12:00 noon that day. **Requests for permission to work on Saturdays shall be received no later than 3:00 p.m. the Thursday prior to the Saturday in question.**

Legal holidays observed by the city of Gardner are New Year's Day, **Martin Luther Kings' Day**, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day including the following Friday, Christmas, and the day after Christmas. The actual days off for these holidays may vary and in certain situations additional days may be a part of the amount of time granted as an official holiday by the city of Gardner. It shall be the contractor's responsibility to obtain these days prior to the actual request for inspection services.

**GP07** BONDS. Suitable performance and maintenance bonds shall be furnished to the city of Gardner guaranteeing the proper completion and maintenance of the construction involved in the public improvement project. The performance bond shall be in an amount equivalent to the full cost of the improvement. The maintenance bond shall remain in effect for a period of two (2) years from the date of issuance of the Project Completion Certificate for all public improvement projects and shall be in an amount of the full cost of the improvement.

No project shall be accepted by the city prior to the submittal and acceptance of the maintenance bond by the city engineer.

**GP08** CHANGES IN THE WORK. Changes in the work from the approved project plans shall be made only upon the written consent of the city engineer. All proposed changes must be submitted to the city engineer (by the design engineer) to receive written approval by the city. Said written approval shall be received by the inspector prior to implementing the deviation. Any change in the work made without the consent of the city engineer shall be subject to removal by the contractor at his expense.

**GP09** TRAFFIC CONTROL. The flow of traffic in streets and access to private property shall be reasonably maintained at all times. The contractor shall provide a safe roadway, and shall erect and maintain warning signs, barricades and sufficient safeguards around all excavations, embankments, and obstructions. The contractor shall provide suitable warning lights or flares and shall keep them lighted from one-half hour prior to sunset until one-half hour after sunrise and all other times when visibility is limited. The contractor shall further provide such flagmen and watchmen as required by the engineer or inspector for the protection of the public. The design, placement and maintenance of traffic control devices shall correlate with and conform to the most recent edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The roadway shall be properly maintained and the contractor shall coordinate his operations with the city engineer in order that suitable arrangements may be made for detours, parking, access to private property, etc. Whenever a street is closed or partially closed, the city of Gardner Public Safety Department shall be notified of the closing, and also when normal service is resumed. In the event it is determined that the contractor is not maintaining a safe roadway, the engineer may improve the roadway conditions at the contractor's expense. All street closures or partial closures require prior approval by the City Engineer.

**GP10** DAMAGES. The contractor hereby expressly binds himself or itself to indemnify and save harmless the city and its officers and employees against all suits or actions of every kind and nature brought or which may be brought, or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the contractor's work or in consequence of any negligence in connection with same, or an account of any poor workmanship, or on account of any act of commission or omission of the contractor or his, its, or their agent or employees, or for any cause arising during the course of construction.

**GP11 CLEANING UP.** The contractor shall frequently clean up all refuse, rubbish, scrap materials, and debris as a result of his operations, so that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. Upon completion of the work, the contractor shall remove from the site and any occupied adjoining property, all plants, buildings, rubbish, unused materials, form lumber, and other materials belonging to him or his subcontractor. Any costs incurred by the city due to failure by the contractor to clean up to the city's satisfaction will be charged to the account of the contractor or his surety.

**GP12 PROTESTS.** If the contractor considers any work demanded of him by the inspector to be outside the requirements of the specifications, he shall immediately ask for a written decision or instructions and shall proceed to perform the work to conform with the inspector's ruling. If the contractor considers such instructions unsatisfactory, he shall, within twenty-four (24) hours after their receipt, file a written protest with the engineer, stating his objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the contractor hereby waives all grounds for protest.

**GP13 ACCEPTANCE OF WORK.**

1. Partial Acceptance. The city reserves the right to accept and make use of any completed section of the work without obligating the city to accept the remainder of the work or any portion thereof; however, the warranty period shall start when the project is complete and the city has issued the Project Completion Certificate.
2. Final Acceptance. When the final clean-up has been performed, the contractor shall notify the inspector in writing that all work has been completed. At the same time, the contractor shall notify the design engineer that the project has been completed and should forward to the engineer all changes he has noted on his plans during the course of the work. Upon receiving such notification, the design engineer shall compute any changes in the original contract amount and send a letter to the city verifying the final contract amount. Within a reasonable time the inspector shall perform all necessary inspection procedures on the completed work. The contractor shall receive written notification of any defects in the project. The Project Completion Certificate will be issued after all defects have been corrected and all fees for inspection services have been paid.

The city will re-inspect the project prior to the expiration of the two-year maintenance bond. Any defects noted as a result of this inspection shall be corrected by the contractor at his expense upon written notification by the city.

**GP14 SHOP DRAWINGS AND ENGINEERING DATA.**

Engineering data covering all equipment and fabricated materials which will become a permanent part of the work shall be submitted to the Public Works Department for review. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.

All submittals, regardless of origin, shall be stamped with the approval of the contractor and identified with the city project number, contractor's name, and references to applicable specification paragraphs and drawings. Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.

The contractor's stamp of approval is a representation to the city engineer that the contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed or coordinated each submittal with the requirements of the work.

Each submittal shall include a statement prepared by the originator of the drawings and data certifying compliance with the City technical specifications except for deviations which are specifically identified.

All deviations from the City technical specifications shall be identified on each submittal and shall be tabulated in the contractor's letter of transmittal. Such submittals shall, as pertinent to the deviations, indicate essential details of all changes proposed by the contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.

The contractor shall accept full responsibility for the completeness of each submission, and, in the case of re-submission, shall verify that all exceptions previously noted by the city engineer have been taken into account. In the event that more than one re-submission is required because of failure of the contractor to account for exceptions previously noted, the contractor may be required to reimburse the engineer for the charges of the engineer for review of the additional re-submissions.

Any need for more than one re-submission, or any other delay in obtaining the city engineer's review of submittals, will not entitle the contractor to extension of the contract time unless delay of the work is directly caused by a change in the work authorized by a Change Order or by failure of Engineering to return any submittal within twenty-one (21) days after its receipt in the city engineer's office.

The city engineer's review of drawings and data submitted by the contractor will cover along general conformity to the drawings and specifications, external connections, and dimensions which affect the layout. The city engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown. The city engineer's review of submittals shall not relieve the contractor from responsibility for errors, omissions, or deviations, nor responsibility for compliance with the city technical specifications.



Three (3) copies (or one reproducible copy) of each drawing and necessary data shall be submitted to the city engineer. The engineer will not accept submittals from anyone but the contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades. Re-submittals shall bear the number of the first submittal followed by a letter (A, B, etc.) to indicate the sequence of the re-submittal.

When the drawings and data are returned marked *NOT ACCEPTABLE* or *RETURNED FOR CORRECTION*, the corrections shall be made as noted thereon and as instructed by the city engineer and three (3) corrected copies (or one corrected reproducible copy) resubmitted.

When corrected copies are resubmitted, the contractor shall, in writing, direct specific attention to all revisions and shall list separately any revisions made other than those called for by the city engineer on previous submissions.

When the drawings and data are returned marked *EXCEPTIONS NOTED, NO EXCEPTIONS NOTED*, or *RECORD COPY*, no additional copies need be furnished. Distribution of acceptable submissions shall be as follows: two (2) copies to the city and one (1) copy to the contractor.