

SUPPLEMENTARY CONDITIONS

SC-1 BONDS:

1. In accordance with Article 5 of the General Conditions, the Contractor shall furnish the following bonds as security for the faithful performance and payment of all his obligations under the contract documents.
 - A. Construction Payment Bond
 - B. Construction Performance Bond
 - C. Statutory Bond
2. Construction Performance Bond. Incorporated in the Performance Bond, legally issued, and running to the Owner, shall be the condition that the Contractor shall maintain and make all repairs to the improvements constructed by him, at his own expense and free of charge to the Owner for the period of two years after the date of acceptance of said work by the said Owner, any of which repairs may become necessary within such period by reason of any imperfection of the material used or by reason of any defective workmanship.
3. Statutory Bond. The Contractor shall furnish a Statutory Bond, legally issued, meeting the approval of the Owner and running to the State of Kansas, in an amount equal to the contract price of the said improvements, and conditioned that the Contractor shall pay all indebtedness incurred for labor, supplies, equipment, and materials furnished in making the improvements called for herein. The Statutory Bond shall be placed on file with the Clerk of the District Court of the district where the work is located and a receipt acknowledging such filing shall be delivered to the Owner along with the Statutory Bonds
4. The Bonds required by the contract documents shall be in amounts at least equal to the contract price and shall be delivered to the Owner simultaneously with the execution and delivery of the Agreement.

SC-2 INSURANCE:

1. In accordance with the applicable paragraphs of the General Conditions, the Contractor shall purchase and maintain throughout the duration of this contract the following types of insurance and in such amounts as may be necessary to protect himself and the interests of the Owner.
2. Liability Insurance
 - A. Workman's Compensation and Employer's Liability.
 - i. Workmen's Compensation Statutory
 - ii. Employer's Liability \$100,000 each person
 - B. Comprehensive General Liability.
 - i. Bodily Injury \$1,000,000 Each Occurrence
 - ii. Property Damage \$1,000,000 Annual Aggregate
 - iii. Property Damage Liability insurance shall provide Explosion , Collapse, and Underground coverages.
 - iv. Personal Injury with \$1,000,000 Annual Aggregate

employment exclusion deleted

C. Comprehensive Automobile Liability.

i. Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence
	\$1,000,000	Combined Single Limit

D. Contractual Liability.

i. Bodily Injury	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence

E. Liability Insurance for Owner and Engineer.

- i. The Contractor shall provide umbrella liability insurance for the Owner and Engineer by endorsement as additional insureds on the Contractor's General Liability Policy. Contractor's financial obligation shall be the greater of these requirements or its existing coverages.

SC-3 SALES TAX EXEMPTION:

1. Materials incorporated into this project are exempt from the payment of sales tax under the laws of the State of Kansas and such sales tax shall not be included in the Bid.
2. The Owner will provide the Contractor with a proper exemption certificate number within ten days of the contract date. Should the Owner fail to provide an exemption certificate number within the required time period, the Contractor shall be reimbursed monthly for all sales tax amounts for which he becomes liable until such certificate number is provided. To minimize the Contractor's record keeping expense, the Owner shall provide an exemption certificate number within 60 days or it shall be presumed that the project will proceed on a non-exempt basis and the contract amount shall be equitably adjusted in writing in a lump sum amount sufficient to cover the Contractor's sales tax expense.
3. Upon issuance of a proper exemption certificate number to the Contractor, the Contractor shall assume full responsibility for his own proper use of the certificate number and shall pay all costs of any legally assessed penalties relating to the Contractor's improper use of the exemption certificate number.

SC-4 SERVICES:

1. Water. Water for proper completion of the work may be obtained from the City's water distribution system at no charge. All power and chemicals used shall be paid by the Contractor. Contractor is to obtain meter from City of Bel Aire, Public Works Department.
2. Sanitary. Necessary sanitary conveniences for the use of the people on the project, properly secluded from public observation, shall be provided and maintained by the Contractor and their use shall be enforced.

3. Power. Power consumed for proper completion of the work shall be paid for by the Contractor. Temporary services shall be acquired by the Contractor at his sole cost and expense.
4. Telephone. The Contractor shall provide his own telephone service and shall advise the Engineer and Owner of the numbers applicable to this project.
5. Storage. All materials shall be stored on the construction site. The storage area shall be maintained in a neat and orderly manner. All materials and equipment delivered to the project shall be received by a responsible person employed by the Contractor.

SC-5 SAFETY AND PROTECTION:

1. In addition to the applicable paragraphs of the General Conditions, the Contractor shall provide and maintain suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of open trenches and other excavations.

SC-6 TRAFFIC CONTROL:

1. All construction traffic control signing and delineation for this project is the responsibility of the Contractor and shall conform to the applicable requirements of the latest revision of the Manual on Uniform Traffic Control Devices.

SC-7 QUALITY CONTROL:

1. Resident Project Representative. The Owner will furnish a Resident Project Representative to assist the Engineer in carrying out his responsibilities at the site.
2. Submittals. Submittals for all materials incorporated in the work will be required. Submittals shall be delivered to the Engineer and reviewed for conformance with the Technical Specifications prior to any installation.

Testing. The Contractor shall be responsible for project testing. Cost for testing identified in the Technical Specification as "subsidiary" shall be revised to indicate testing shall be paid for under the Bid Item "Contractor Provided Testing". A certified testing laboratory shall be used for all testing. Resident Project Representative shall be required to witness all field testing. Copies of all test results shall be submitted to the Engineer. See individual Technical Specification sections for testing requirements.

Contractor provided water testing shall consist of the following: Pressure Test, Bacteria & Chloride Testing, & Tracer wire testing.

Contractor provided sanitary sewer testing shall consist of the following: Air Test, Vacuum Test, TV testing, & Compaction & Moisture on deep trenches that have several layers of fill that could negatively impact paving.

SC-8 NOTIFICATION:

1. All homeowners affected by the Water, Sewer, or Street Construction shall be notified prior to work.

SC-9 MISCELLANEOUS:

1. Section 2.03 of the General Conditions, regarding Notice to Proceed, shall change as noted in the Information for Bidders.
2. Section 803.11 of the Technical Specifications shall be revised to indicate water mains shall be tapped by the CONTRACTOR and witnessed by the City Water and Sewer Department staff.
3. The following requirements will be added and Section 803.3 – Water Service Materials. All brass fittings and valves for service connections in contact with potable water shall be made of “No-Lead Brass”.
4. No subsurface investigation has been performed for this project.
5. Section 803.3, Fire Hydrants e) 4 shall be revised as follows: Delete the sentence “An acceptable option would be the installation of a Harrington Permanent Hydrant Adapter™.”