



Request for Proposals

For

Traffic Signal Maintenance Services

Published: 11-8-2023

Proposals Due: 12-4-2023



6090 Woodson Street
Mission, KS 66202
913-676-8375
www.missionks.org

November 6, 2023

To whom it may concern,

The City of Mission, Kansas is accepting proposals from qualified firms to maintain the City's traffic signals and pedestrian beacons. The selected firm will be responsible for ongoing preventative maintenance tasks for a flat annual fee, and will provide callout service for malfunctioning signals on a labor/ parts / equipment basis. The initial term of the agreement is two years, from March 1, 2024 to March 1, 2026, with two additional one-year options to renew.

The City maintains a limited number of traffic signals, as many of the City's signals are owned and maintained by Evergy. Signals operated by the City are of varying ages ranging over 30 years old, and use a variety of signal controller manufacturers and detection methods. The signals have not previously been the subject of a preventative maintenance program or a regular replacement schedule. While the City intends to replace and standardize traffic signal equipment over time, the selected firm must be capable of servicing a variety of traffic signal equipment.

Interested firms are specifically directed to the **Specifications** section of this document, which describes the City's annual maintenance program and performance expectations for the selected firm, as well as **Appendix A**, which lists the traffic signals within Mission that are the responsibility of the City.

Proposals are due no later than **Monday, December 4, 2023 by 2pm** to:

CITY OF MISSION, KANSAS
Attention: City Clerk
6090 Woodson Street,
Mission, KS 66202

Proposals must include a list of references, personnel qualifications and certifications, and a schedule of labor and equipment costs. Full instructions can be found in the **Instructions to Bidders** and the Bid Form. Please contact Brent Morton, Superintendent of Public Works, with any questions via e-mail at bmorton@missionks.org.

Sincerely,

Brent Morton
Superintendent of Public Works

CITY OF MISSION
CONTRACT DOCUMENTS
TRAFFIC SIGNAL MAINTENANCE SERVICES
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CITY OF MISSION, KANSAS

NOTICE TO BIDDERS

Bids for **TRAFFIC SIGNAL MAINTENANCE SERVICES** will be received by the City of Mission, Kansas, at the office of the City Clerk, City Hall, 6090 Woodson Street, Mission, Kansas 66202 until 2:00 p.m. local time on **Monday, December 4, 2023**. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked "**BID FOR TRAFFIC SIGNAL MAINTENANCE SERVICES.**" Contractors desiring the Bidding Documents for use in preparing bids may obtain a set of such documents from the City of Mission website or email:bmorton@missionks.org with **subject line reading "BID FOR TRAFFIC SIGNAL MAINTENANCE SERVICES."** Proposers should specifically note the City of Mission prefers questions be submitted by email.

The City shall not be responsible for the accuracy, completeness, or sufficiency of any documents obtained from any source other than the source indicated above. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Contractors should read and be fully familiar with all Bidding Documents before submitting a bid. In submitting a bid, the respondent warrants that it has read the Bid Documents and is fully familiar therewith and that it has visited the site of the work to fully inform itself as to all existing conditions and limitations and shall include in its bid a sum to cover the cost of all items of the work.

Should a respondent find "defects" as defined in paragraph GC-3 of the General Conditions, it shall follow the procedures outlined in paragraph GC-3 to bring same to the attention of City. Changes necessitated thereby shall be in the form of addenda issued by the City.

All respondent shall verify that they have considered all written addenda. The City shall not be responsible for oral instructions.

Any written addenda issued during the time allotted for responses shall be covered and included in the proposal. There will be no clarifications or exceptions allowed on the proposal. Proposals are for a total proposal package, total contract price.

Proposals shall be made upon the form provided in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a proposal is not submitted, a written indication of "no bid" on the bid form is required.

No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening; provided, however, that no bidder may withdraw its bid for a period of thirty (30) days from the date set for the opening thereof. ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION. IT IS UNDERSTOOD BY ALL BIDDERS THAT AN UNSUCCESSFUL BIDDER HAS NO CAUSE OF ACTION AGAINST THE CITY FOR BID PREPARATION COSTS. THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

Publish: *Legal Record*

Tuesday, November 14, 2023

INSTRUCTIONS TO BIDDERS

- IB-1. **BIDS:** All bids shall be made on the forms provided in this bound volume of Bidding Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. Each bid must be enclosed in a sealed envelope plainly marked "**BID FOR TRAFFIC SIGNAL MAINTENANCE SERVICES.**" As per the Notice to Bidders, bid shall be addressed to:

CITY OF MISSION, KANSAS
Attention: City Clerk
6090 Woodson Street,
Mission, KS 66202

18-2. **DEFINITIONS:**

- a. All definitions set forth in the General Terms and Conditions or in other contract documents are applicable to the Bidding Documents.
- b. "Alternative Bid" (or "Alternate") means an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.
- c. "Base Bid" means the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- d. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed (and the City reserves the right to reject any and all bids).
- e. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the work.
- f. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the advertisement for Bids, if applicable, Instructions to Bidders, the Bid form, other sample bidding and contract forms and the proposed contract documents, including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.
- g. "City" means the City of Mission, Kansas.
- h. "Contractor" shall mean the entity entering into the contract for the performance of the work covered by the contract, together with its duly authorized agents or legal representatives.
- i. "Successful Bidder" means the person or entity who is determined and declared by the City to have submitted the lowest and best responsible Bid in conformity with the terms of the Bidding Documents.

- j. "Unit Price" means an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed contract documents.

18-3. **BIDDER'S REPRESENTATIONS:** Each Bidder by making its Bid represents that:

- a. It has read and understands the Bidding Documents, and its Bid is made in accordance therewith.
- b. It has visited the site, has familiarized itself with the local conditions under which the work is to be performed, has reviewed all published reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed contract documents.
- c. Its Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.
- d. It has familiarized itself with state, federal law and local ordinances, regulations, and permitting requirements which may affect cost and/or progress or performance of the work.

18-4. **BIDDING DOCUMENTS:** Bidders may obtain complete sets of the Bidding Documents from the City as provided in the Notice to Bidders. The City shall not be responsible for the accuracy, completeness, or sufficiency of any Bidding Documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information or result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Bidders shall use complete sets of the Bidding Documents in preparing Bids; neither the City nor the consultant assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The City in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

18-5. **DEFECTS IN BIDDING DOCUMENTS:** Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders will not be permitted to take advantage of any such defect.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the City and/or the Consultant at least seven days prior to the date for receipt of Bids.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

- 18-6. ADDENDA: Written addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

Copies of written addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No written addenda will be issued later than four (4) days prior to the date for receipt of Bids except an addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

Each Bidder shall ascertain prior to submitting its Bid that it has received all written addenda issued, and it shall acknowledge its receipt in its Bid.

18-7. INSURANCE:

- a. General: The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

Bidders are referred to Article GC-18 of the General Terms and Conditions for additional insurance information.

- b. Notice of Claim Reduction of Policy Limits: The Contractor, upon receipt of notice of any claim in connection with the agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

- c. Commercial General Liability: This insurance shall protect the contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or subcontractors

Limits-

General Aggregate	\$2,000,000/policy limit
Products Liability/Completed Operations	\$1,000,000/occurrence
	\$2,000,000/policy limit
Broad Form Contractual Liability	\$1,000,000/occurrence
	\$2,000,000/policy limit

Policy MUST include the following conditions:

1. NAME CITY OF MISSION AS "ADDITIONAL INSURED"

- d. Automobile Liability: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -
Combined Single Limits, Bodily Injury and Property Damage - Each
Accident:
\$1,000,000/policy limit

Policy MUST include the following condition:

1. NAME CITY OF MISSION AS "ADDITIONAL INSURED"

- e. Umbrella Liability: The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- f. Workers' Compensation: This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- g. Owner's Protective Liability: The Contractor shall take out, pay for and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of the agreement. Limits of protection shall be at least **\$1,000,000** Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the project.

- h. Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is authorized to do business in the State of Kansas;
2. Carries a Best's policy holder rating of A- or better; and
3. Carries at least a Class VIII financial rating, Q!
4. Is a company mutually agreed upon by the City and Contractor

- i. Subcontractors' Insurance: If a part of the Contract is to be sublet, the Contractor shall either:

1. Cover all subcontractors in its insurance policies, QC
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

IB-8. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by written request of the Bidder received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw its Bid for a period of thirty (30) days from the date set for the opening thereof.

IB-9. ACCEPTANCE AND REJECTION OF BIDS AND AWARD OF CONTRACT: The contract will be awarded to the lowest and best, responsible Bidder as determined by the City.

The City reserves the right to reject any and all Bids; to waive any and all irregularities and informalities; to negotiate contract terms with the Successful Bidder; and the right to disregard all nonconforming, non-responsive or conditional Bids.

In evaluating Bids, the City may consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and Unit Prices if requested in the Bid forms. The City reserves the right to reject the Bid of any Bidder who does not pass the evaluation to the City's satisfaction.

IB-10. INDEMNIFICATION: The Contractor shall be required to indemnify and hold the City harmless as set forth in Article GC-16 of the General Conditions.

IB-11. BID PREFERENCE: Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, the City, when letting contracts for bids, must require any Successful Bidder-Contractor domiciled outside the state of Kansas to submit a Bid the same percent less than the lowest bid submitted by a responsible Kansas contractor as would be required of such Kansas domiciled contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bids are received on this condition, and if it is determined by the City that the apparent lowest and best Bidder is a foreign domiciled contractor, such contractor shall be awarded the Contract only if such Contractor's Bid complies with this state law requirement.

All Bidders domiciled outside of the State of Kansas may be requested to furnish the City with a copy of their state's preferential bidding statutes, if any.

IB-12. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with Article GC-27 of the General Conditions.

18-13. APPOINTMENT OF SERVICE AGENT: Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any Successful Bidder-Contractor domiciled outside the State of Kansas must comply

with these statutory requirements. Form ASA 51-15 for appointment of a service agent is enclosed as part of the Bidding Documents

IB-14. **SUBCONTRACTING**: As provided in Article GC-15, the Contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors.

18-15. **CONFLICT OF INTEREST**: 31 USCS Section 1352 requires all subgrantees, Contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the agreement period. Necessary forms are available from the Finance Director and should be returned to the City with other contract documents. It is the responsibility of the general Contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the City with the same.

BID

TRAFFIC SIGNAL MAINTENANCE SERVICES

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

The City shall not be responsible for the accuracy, completeness, or sufficiency of any bid documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of plans, specifications, bid documents and other contract documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed in the Notice to Bidders may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The undersigned bidder hereby proposes to mobilize and furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed contract documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST\$	COST\$
1	Traffic Signal Preventative Maintenance	Intersection	8		
2	Pedestrian Beacon Preventative Maintenance	Crossing	3		
3	Flashing Stop Sign System Preventative Maintenance	Intersection	1		

TOTAL BID \$ _____

ATTACH THE FOLLOWING:

- Schedule of Labor and Equipment Rates for Supplemental Services.
- A list of personnel to be utilized in the contract who are currently certified in the maintenance, operation, and / or design of traffic signals by the International Municipal Signal Association (IMSA) or a similar organization.
- A list of no fewer than two (2) references for Municipal Traffic Signal Maintenance. The list shall include organization name, year work performed, contact name, phone number, and e-mail for each reference so listed.

FAILURE TO INCLUDE THESE MATERIALS CONSTITUTES AN INCOMPLETE BID SUBJECT TO REJECTION.

Bidders Initials _____

1. The undersigned further agrees to begin work on March 1, 2024 and to provide Annual Maintenance and Supplemental Services for the Traffic Signals through February 28, 2026. The agreement and the Contractor's duty to continue work shall renew for two (2) additional one (1) year (March 1 – February 28) periods automatically unless Owner notifies the Contractor of its intent not to renew at least 30 days before the expiration of the current annual contract term.

The Contractor may elect to adjust the bid prices and rates listed on the Schedule of Supplemental Services on a percentage basis effective at the start of each renewal term (March 1 – February 28). The percentage of the adjustment shall not exceed the previous year's Consumer Price Index for All Urban Consumers for the Kansas City, Mo.-Kan., metropolitan area (Kansas City CPI-U) as published by the U.S. Bureau of Labor Statistics. The Contractor shall notify the City of the adjustment in writing prior to the start of the renewal term.

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the addenda issued (please list) _____

Bidders Initials _____

Dated in _____ This _____ day of _____ , _____

Contractor

Signature

(SEAL)

Printed Name

Title

Street Address or PO Box

City, State, Zip

Telephone Number

Fax Number

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____,
20___, by and between the City of Mission, Kansas, hereafter the "City" and _____

hereinafter the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **TRAFFIC SIGNAL MAINTENANCE SERVICES** all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All

terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

Article II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of _____

_____ DOLLARS (\$) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE 111. The Contractor shall commence work on March 1, 2024 and provide Traffic Signal Maintenance Services for the City through February 28, 2026. The agreement and the Contractor's duty to continue work shall renew for two (2) additional one (1) year (March 1 – February 28) periods automatically unless Owner notifies the Contractor of its intent not to renew at least 30 days before the expiration of the current annual contract term. The Contractor may elect to adjust the bid prices and rates listed on the Schedule of Supplemental Services on a percentage basis effective at the start of each renewal term (March 1 – February 28). The percentage of the adjustment shall not exceed the previous year's Consumer Price Index for All Urban Consumers for the Kansas City, Mo.-Kan., metropolitan area (Kansas City CPI-U) as published by the U.S. Bureau of Labor Statistics. The Contractor shall notify the City of the adjustment in writing prior to the start of the renewal term.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: (1) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; (2) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (3) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

ATTEST:

By _____

Laura H. Smith
City Administrator

City Clerk

APPROVED AS TO FORM:

Dave Martin
City Attorney

Contractor

By _____

Title _____

(SEAL)

(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

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FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

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GENERAL TERMS AND CONDITIONS OF THE CONTRACT
FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

GC-1 CONTRACT DOCUMENTS/CONTRACT FOR CONSTRUCTION

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, tools, equipment and transportation necessary for the completion of the Work in accordance with the Contract Documents.

The Contract Documents shall consist of (but not necessarily be limited to) the Agreement between the City and Contractor (sometimes referred to herein as the "Agreement"), these General Terms and Conditions, the Scope of Work and all addenda issued prior to and all modifications issued after execution of the Contract (modifications consisting of written amendments to the Contract signed by both parties) necessary to make clear the intent of the Contract Documents (and, in particular, the Scope of Work), and the Bidding Documents. It is understood that the Work shall be carried out fully in accordance with the Contract Documents.

If there is any conflict or discrepancy between the Agreement between the City and Contractor and these General Conditions or between the Agreement between City and Contractor and any other of the Contract Documents, the Agreement between City and Contractor shall prevail. If there is any discrepancy between the General Conditions and any other Contract Documents other than the Agreement between City and Contractor, the General Conditions shall prevail, unless such discrepancy is between the General Terms and Conditions and the Scope of Work, in which case the Scope of Work shall prevail. The Contract Documents supersede all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect.

The Contract Documents as enumerated herein form the Contract for The Work. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

GC-2 DEFINITIONS

Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed (and the City reserves the right to reject any and all bids).

2. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the Work.

3. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the Notice to Bidders, if applicable, Instructions to Bidders, the Bid Form, other sample bidding and contract forms and the proposed Contract Documents,

Including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.

4. "City" shall mean the City of Mission, Kansas.

5. "Contract" and "Contract Documents" shall have the meaning ascribed to them in Article GC-1, such terms sometimes being used interchangeably.

6. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due Contractor for total completion of the Work as per the Contract Documents. Where the Contract provides that all or a part of the Work is to be Unit Price Work the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.

7. "Contractor" shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with its duly authorized agents or legal representatives. (For purposes of indemnification, see GC-16 for definition of "Contractor".)

8. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient, or not in conformity with the Contract Documents.

9. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor. For this purpose, delivery shall be accomplished by either hand-delivery to the Contractor or placing a copy in the mail, first class, postage prepaid.

10. "Final Acceptance" shall mean the date when the City accepts the Work as completed in accordance with the Contract Documents and the completed work can be utilized for the purposes for which it is intended and the Contractor is entitled to final payment.

11. "General Requirements" shall mean those provisions of the Scope of Work which apply to the entire Work.

12. "Notice of Award" shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.

13. "Notice to Proceed" shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

14. "Scope of Work" shall mean those portions of the Contract Documents consisting of a written description of the Work to be completed including, but not limited to, methodology, process, performance specification, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

15. "Unit Price Work" shall mean Work to be paid for on the basis of unit prices (quantity variations).

16. "The Work" shall mean the work to be done necessary to complete the task required of the Contractor by the Contract Documents, and includes all labor, materials, tools, equipment and transportation necessary to complete such tasks in accordance with the Contract Documents.

17. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City.

18. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

19. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City and/or the Consulting Engineer.

GC-3 DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including, but not limited to, the Plans, Specifications and other documents or the Work, Contractor shall, notify the City in writing of such defects. Contractor shall remedy any such defects whether or not disclosed to the Consulting Engineer without any increase in the cost of the Work. The Contract Documents shall be appended to all contracts between the Contractor and any Subcontractor or any more remote tier Subcontractor, and such Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4 BID

The Contractor acknowledges and agrees that the unit prices and/or lump sum prices shown in the Bid contemplate the completion of the Work in conformance with the Scope of Work. Any item or items required for completion of the Work for which a specific unit price and/or lump sum price is not provided shall be included in the price for the closest applicable items.

GC-5 COPIES OF THE CONTRACT

Unless otherwise provided in the Contract Documents, City will furnish to Contractor two complete set of the executed Contract Documents.

Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for Contractor. All models and calculations are the property of City.

GC-6 PERMITS AND NOTICES

(a) All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.

(b) Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

(c) Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility.

GC-7 GENERAL ADMINISTRATION OF THE CONTRACT

(a) Unless otherwise stipulated, Contractor shall provide and initially pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary in producing the results called for by the Contract Documents.

(c) The Contractor shall be solely responsible for and have complete control and charge of means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of the Contractor or any of their agents or employees, or any other persons performing any of the Work.

(f) Any plan or method of Work suggested by the City to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City will assume no responsibility therefor.

GC-8 CONTRACTOR'S EMPLOYEES

(a) Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

(b) Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.

GC-9 PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY: LIABILITY

(a) Contractor shall be solely liable for all damages to the City or the property of the City, to other contractors or other employees of the City, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

(b) Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, and assume full responsibility, for the protection of all public and private property and life.

(c) Barriers shall be kept placed at all times to protect other than those engaged on or about the Work from accident and the Contractor shall be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees. Contractor shall give reasonable notice to any affected owner or owners when any property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.

(d) All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the Work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

(e) All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Control Devices, as amended, or any other applicable statutes or ordinances.

GC-10 NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

GC-11 DUST CONTROL

Adequate precaution shall be taken to insure that excessive dust does not become airborne during Work. The Contractor shall comply with any local, state, or federal regulations which apply to this matter in the geographical area of the Work. No separate payment will be made for performing dust control or for applying water for this purpose.

GC-12 INSPECTION OF WORK

(a) City shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

(d) The City shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

(g) Any inspection, by whosoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Specifications, and any of the Work not so completed shall be made good by the Contractor at its own expense.

GC-13 INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Consulting Engineer shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such persons, firms and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the Work.

GC-14 SEPARATE CONTRACTS

(a) City reserves the right to perform by itself or let other contracts in connection with the Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by City or others and shall properly connect and coordinate its Work with the Work of City or others.

(b) If any part of Contractor's Work depends upon the Work of the City or others, Contractor shall inspect and promptly report to City any defects in any such Work that render it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other Work as fit and proper for the reception of its Work.

GC-15 ASSIGNMENT AND SUBLETTING OF CONTRACT

In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and that no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

The Contractor shall not award subcontracts which total more than sixty percent (60%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor and shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. Should any Subcontractor fail to perform in a satisfactory manner, the Work undertaken by such Subcontractor shall be immediately terminated by the Contractor. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract

Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

Prior to the City's approval of the Contract Bid, the successful Bidder shall submit to the City Engineer or the City's designated representative for City acceptance a list of the names of all Subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

The City's designated representative shall, prior to City's approval of the Contract Bid, notify the successful Bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw its Bid, and the City shall either rebid the Project or accept the next best lowest and responsible Bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City unless the City Engineer or the City's designated representative determines that there is a good cause for doing so. The City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for delay damages.

GC-16 INDEMNITY

(a) Definitions

For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:

- (1) "The Contractor" means and includes Contractor, all of its affiliates and subsidiaries, its Subcontractors and materialmen and their respective servants, agents and employees; and
- (2) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.

(b) The Indemnity

For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to

be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

(c) General Limitation

Nothing in this Article shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

(d) Waiver of Statutory Defenses

With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this Article.

GC-17 DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days of first becoming aware of the cause of the dispute. No dispute resolution shall be a condition precedent to any legal action.

GC-18 INSURANCE

The Contractor shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts (but not less than the amounts set forth in Section 18-7 of the Instructions to Bidders) as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of Loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including, but not limited to, the indemnification obligation.

Satisfactory certificates of insurance shall be filed with the City prior to Contractor's starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified

in the Notice of Award of the Contract by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Contract pursuant to Article GC-19.

(a) Commercial General Liability - This insurance shall protect the Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under Article GC-16.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(b) Automobile Liability - This insurance shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(c) Worker's Compensation and Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

GC-19 RIGHT OF CITY TO TERMINATE CONTRACT

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for actual cost of Work completed to date of termination.

Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-20 CITY'S RIGHT TO DO WORK

Without otherwise limiting City's rights under the Contract Documents, if Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

GC-21 PAYMENTS

(b) Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper invoice from the Contractor for work completed.

(i) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than written claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the City and others relating to or arising out of this Contract. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds, or insurance coverage's.

GC-22 PAYMENTS WITHHELD

City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any request for payment to the extent necessary to protect City from loss on account of:

- (a) Incomplete Work or Defective Work not remedied;
- (c) Damage to City; or
- (d) A breach of this Contract.

GC-23 ALLOWANCES

Contractor agrees that the Contract Price includes all allowances required by the Contract Documents. Contractor declares that the Contract Price includes all other sums for expenses and overhead and fee on account of allowances as it deems proper. No demand for expenses or overhead and fee other than those included in the Contract Price shall be allowed.

GC-24 COMPLIANCE WITH LAWS

The Contractor shall be fully familiar with all City, county, state and federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the Work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same.

GC-25 SAFETY RULES

(a) Contractor shall be responsible for enforcing safety rules to ensure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

(b) Contractor is expected to establish and enforce a comprehensive safety program for the protection of its personnel, its Subcontractors' personnel, City's employees and all other

persons exposed to hazards resulting from Contractor's operations. Items to be included, but not necessarily be limited to, are:

- (1) Personal protective equipment;
- (2) First aid - personnel and facilities;
- (3) Arrangements for medical attention;
- (4) Sanitary facilities;
- (5) Fire protection;
- (6) Signs, signals and barricades;
- (7) Security regulations;
- (8) Safety inspections;
- (9) Designation of persons responsible for the program;
- (10) Reporting forms and procedures;
- (11) Material handling and storage;
- (12) Lines of communication;
- (13) Determination of potential hazards;
- (14) Personnel safety meetings and education;
- (15) Access to work areas;
- (16) Subcontractors involvement in the program;
- (17) Inspections and corrective action.

Contractor is fully responsible for the safety program and any and all methods and procedures provided for therein whether or not City or Consulting Engineer shall have reviewed and/or accepted such program.

GC-26 WEEKENDS, HOLIDAY AND NIGHT WORK

No Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City forty-eight (48) hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency.

Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City.

GC-27 NON-DISCRIMINATION/OTHER LAWS

- (a) The Contractor agrees that:
 - (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - (2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
 - (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have

breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the City;

- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
- (5) The Contractor shall include the provisions of Subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

The provisions of this Article shall not apply to a contract entered into by a Contractor:

- (A) Who employs fewer than four employees during the term of such contract; or
 - (8) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- (b) The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

GC-28 FEDERAL LOBBYING ACTIVITIES

31 **USES** Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the Contract period.

Necessary forms are available from the City Engineer and must be returned to the City with other Contract Documents. It is the responsibility of the general Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

GC-29 RECORDS

Contractor shall maintain copies of records pertaining to the construction of this Project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-30 TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

GC-31 NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other or subsequent breach.

GC-32 SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-33 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

GC-34 VENUE

Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

CITY OF MISSION

TRAFFIC SIGNAL MAINTENANCE SERVICES

SPECIFICATIONS AND SCOPE OF WORK

SC-1. STANDARD SPECIFICATIONS

The work shall conform to these Specifications and to the "Standard Specifications" where reference is made herein. Where reference is made in the Specifications and Contract Documents to "Standard Specifications," it shall mean that the reference is made to the current edition of the Standard Specifications for State Road and Bridge Construction, Kansas Department of Transportation, current edition of City of Overland Park Traffic Signal Specifications, current edition of the Manual On Uniform Traffic Control Devices, and The City of Overland Park Traffic Control Handbook for Street Maintenance and Construction Operations with such revisions, amendments, and supplements as are contained herein.

SC-2. TRAFFIC SIGNAL/ PEDESTRIAN BEACON - PREVENTATIVE MAINTENANCE

The Contractor shall perform the following tasks at the interval specified for each program of preventative maintenance. The flat rate fee per intersection agreed to on the bid shall be full compensation for furnishing all materials, labor, equipment, tools, supplies and incidental related items necessary to complete all programs of preventative maintenance. The Contractor shall submit to the City an accurate record of the work completed at monthly intervals, and shall be paid the balance of the flat rate fee agreed to on the bid in four (4) quarterly installments per annum.

A. MONTHLY PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis each calendar month:

1. Signal Controller
 - a. Visually inspect for proper operation
 - b. Verify controller display proper operation
 - c. Verify proper timing and coordination
 - d. Verify all phases on recall
2. Detectors and Loops
 - a. Visually inspect for exposed wires, crack, and/or pot holes
 - b. Check and tune detector amplifiers
3. Signal & Pedestrian Heads
 - a. Visually inspect all vehicular and pedestrian signals for proper operation and replace outages
 - b. Check overall intersection operation
 - c. Check that all pedestrian signals are in good condition and aimed properly
 - cl. Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable)
4. Pedestrian Push Buttons
 - a. Visually inspect and note condition
 - b. Actuate each button for proper operation
5. Radio Communication (where applicable)
 - a. Check operation - is timing clock correct
 - b. Visually inspect cables, antenna, and other hardware
6. Pre-Emption (where applicable)
 - a. Actuate pre-empt to check operation

- b. Visually inspect cables, antenna, and other hardware
- 7. Battery Backup Systems
 - a. Test battery charge
- 8. Miscellaneous
 - a. Check PG&E meter seal
 - b. Visually inspect pull box lids
 - c. Visually inspect mast arms, signal housings, and other signal hardware
- 9. Night Inspections
 - a. Visually inspect traffic signal heads
 - b. Visually inspect pedestrian signal heads
 - c. Visually inspect beacons
 - cl. Visually inspect luminaires

B. QUARTERLY PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis every three (3) calendar months:

- 1. Controller Cabinet
 - a. Check ground fault receptacle
 - b. Visually inspect general appearance
 - c. Check door gasket condition
 - d. Check door lock operation
 - e. Operate and inspect ventilation fan and cabinet light
 - f. Inspect for pests
- 2. Miscellaneous
 - a. Verify all hand hole covers are present and secure
 - b. Visually inspect pull boxes
 - c. Check condition of splices
 - d. Verify clear of debris

C. SEMI-ANNUAL PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis every six (6) calendar months:

- 1. Controller Cabinet
 - a. Visually inspect ventilation filter
 - b. Check wire schematics and records are in the cabinet
 - c. Record voltage level at service entrance in cabinet
 - cl. Vacuum and clean controller cabinet and contents
 - e. Inspect terminal blocks
- 2. Road/ Loop Condition
 - a. Check loop sealant
- 3. Signal Heads
 - a. Check wear and function on electromechanical controllers
- 4. Miscellaneous
 - a. Check condition of paint on frameworks, heads, cabinet, poles, and other appurtenances to signal

C. ANNUAL PREVENTATIVE MAINTENANCE PROGRAM. The contractor shall perform the following upon each signal on a regular basis every year:

- I. Controller Cabinet
 - a. Lubricate hinges and lock
 - b. Replace cabinet air filter
 - c. Check weatherproof gasket seal. Replace if necessary.
- 2. Signal System Assessment
 - a. Check load switches

- b. Perform conflict monitor test. Submit report to City.
 - c. Check relays.
 - d. Check for water accumulation and duct sealant.
 - e. Check all connectors.
 - f. Clean and polish all lenses and reflectors.
 - g. Perform LED intensity evaluation for output compliance. Replace LEDs as necessary.
 - h. Replace bent visors and backplates as necessary.
 - i. Paint signal and pedestrian heads as necessary.
 - j. Perform integrity test on all hardwire interconnect lines.
 - k. Where applicable, inspect and align antennas for remote monitoring.
3. Miscellaneous
- a. Tighten anchor bolts.

SC-3. RECORDKEEPING AND DOCUMENTATION

The Contractor shall provide to the City an up-to-date inventory list of the equipment in the controller cabinet at each location no later than sixty (60) days after the start of work under this agreement, and on a recurring basis every six months thereafter for the full term of the agreement including renewals. The inventory list shall include, at a minimum, the model, manufacturer, serial number, and quantity of each piece of equipment and its installation date (if known).

The Contractor shall maintain, in each controller cabinet, the inventory list of equipment for that cabinet and a master ledger listing each service by date and a description of the maintenance performed.

The Contractor shall provide a computerized monthly activity report to the City no later than the fifteenth working day of each month for activities completed by the Contractor during the previous month. The report shall be provided as a Microsoft Excel compatible computer file and shall include, at a minimum, the following information:

- a. For Each Service Call:** Date and time the call for service was received; date and time a representative of the Contractor arrived at the intersection; the number of hours spent for each repair; any materials used in the repair; the billable amount for each repair under the Agreement.
- b. For Each Intersection:** A complete record of all work (both Preventative Maintenance and Supplemental Services) performed on the intersection's equipment during the previous month, including the date and time that service was performed. The make, model, and serial number of any major components or other equipment installed.
- c. For Each Pending Repair:** A list of any repair work pending, organized by intersection.

SC-4. SUPPLEMENTAL SERVICES

All other work ordered not specifically listed in SC-2 TRAFFIC SIGNAL- PREVENTATIVE MAINTENANCE or SC-3 RECORDKEEPING AND DOCUMENTATION shall be billed per the labor and equipment rates submitted with the Bid. Contractor shall submit separate, individual invoices for payment due for Supplemental Services.

All profit markups shall be incorporated in the hourly unit rate for labor and equipment stated in the Bid. **Material costs shall be direct material costs only without markup.** The owner may request, at any time, material invoices to verify that the invoiced price of materials has not been subject to markup.

SC-5. RESPONSE TIME REQUIREMENTS FOR SUPPLEMENTAL SERVICES

The Contractor shall maintain a telephone number where an on-call technician can be reached at all times, twenty-four (24) hours per day. The Contractor shall respond and dispatch an employee for **emergency maintenance to correct the failure within two (2) hours** in the event of a reported signal controller malfunction, inoperative ball or arrow display lamp, or other situation that, in the sole judgment

of the City, presents a clear public peril or risk to life or property. The replacement of inoperative lamps will not be considered emergency maintenance if there is at least one (1) signal indication still operative for each direction of travel. For all other instances of maintenance required as supplemental services, the Contractor shall respond and dispatch an employee to correct the failure within twenty-four (24) hours.

In most instances, repairs will be made immediately to restore the signal to normal operation. However, some types of maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall perform the same as soon as reasonably possible; however, not longer than five (5) days after knowledge of the outage. Repairs requiring special factory orders shall be completed within five (5) days after receipt of material.

Response time shall be subject to adjustment for inclement weather defined as: when rain, sleet or snow is falling in sufficient amounts to be apparent that to start work or to continue work outside would result in unsafe work conditions. Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.

SC-6. RIGHT-OF-WAY

The Contractor shall confine his operations to the right-of-way limits and easements available to the City. Equipment or materials shall not be stored beyond these limits without the express approval of the owner of such property. The City shall be informed as to any arrangements that Contractor makes in these matters.

SC-7. TRAFFIC CONTROL AND STREET CLOSURES

The Contractor shall be solely responsible for providing necessary temporary traffic control for work as required by the City's Standard Specifications, including barricades and channelizing devices, lights, signs, and warnings. If the opinion of the City, additional precautions or measures should be taken to protect the safety of the Contractor's personnel or the public, the Contractor shall so comply.

If it is necessary to close a portion of the road to vehicular traffic in order to perform the work, the Contractor shall notify the City's Director of Public Works and Chief of Police prior to closure. At least one lane of traffic in each direction shall be kept open at all times. Closure plans and times shall be subject to the approval of the City.

SC-8. PERMITS AND RESPONSIBILITIES

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. The City agrees to furnish permits required by the City to the Contractor at no charge.

CITY OF MISSION

TRAFFIC SIGNAL MAINTENANCE SERVICES

EXHIBIT A: CITY OWNED TRAFFIC SIGNALS

LOCATION			DEVICE TYPE
Shawnee Mission Parkway	&	Roeland Drive	Intersection
Shawnee Mission Parkway	&	Nall Avenue	Intersection
Martway Street	&	Broadmoor Street	Intersection
Johnson Drive	&	Broadmoor Street	Intersection
Johnson Drive	&	Lamar Avenue	Intersection
Johnson Drive	&	Nall Avenue	Intersection
Johnson Drive	&	Reeds Road	Pedestrian Beacon
Johnson Drive	&	Beverly Avenue	Pedestrian Beacon
Johnson Drive	&	Woodson Street	Intersection
Foxridge Drive	&	Lamar Ave	Intersection
61 st Street	&	Broadmoor Street	Pedestrian Crossing
Between 56 th - 57 th	&	Broadmoor Street	Pedestrian Crossing