

PROJECT MANUAL

CITY OF PITTSBURG, KANSAS

2023 SALES TAX PROGRAM ASPHALT MATERIAL

PREPARED BY
City of Pittsburg, Kansas
Department of Public Works
201 W. Fourth Street
Pittsburg, KS 66762
(620) 231-4100

February 2023



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(PUBLISHED IN THE MORNING SUN ON WEDNESDAY, MARCH 1ST, 2023)

ADVERTISEMENT FOR BIDS

City Project 2023 Sales Tax Program Asphalt Material
Owner: City of Pittsburg, Kansas
Address: 201 West 4th, Pittsburg, KS 66762

County Project 2023 Asphalt Material
Owner: Crawford County Engineer's Office
Address: 111 E. Forest, Girard, KS 66743

Separate sealed BIDS for the provision of asphaltic concrete material for the 2023 City Sales Tax Street Program and Crawford County, Kansas consisting of an estimated combined total of 17,500 tons of asphaltic concrete base and surface mix to be F.O.B. at asphalt plant, or as an bid alternate, delivered to the City of Pittsburg. Bids will be received by the City of Pittsburg, Kansas at the office of the City Clerk, 201 W. 4th, P.O. Box 688, Pittsburg, Kansas 66762 until 2:00 p.m. March 21st, 2023, and then at said office publicly opened and read aloud in the City Hall Conference Room.

The CONTRACT DOCUMENTS may be examined at the following locations:

City Clerk's Office, City of Pittsburg, Kansas, 201 West 4th, Pittsburg, Kansas 66762

https://www.pittks.org/bids_proposals/2022-slates-tax-program-asphalt-material/

Copies of the CONTRACT DOCUMENTS may be obtained at:

The City of Pittsburg Public Works Department, located at 201 W. 4th, Pittsburg, Kansas 66762.

Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Bidders on this work, including sub-contractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et.seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et.seq).

Matt Bacon- Director of Public works & Utilities
Owner's Representative

February 27, 2023
Date

SECTION 00 21 00
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 DEFINED TERMS

- A. Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.2 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the office designated in the Invitation to Bid. The deposit will be refunded to plan holders in accordance with the Invitation to Bid.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Owner and Design Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

1.3 QUALIFICATIONS OF BIDDERS

- A. To demonstrate qualifications to perform the Work, the apparent low Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the General or Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Any information furnished pursuant to this section shall be deemed confidential and will not be disclosed by the Owner.
- B. The Contractor shall provide proof that he has completed a minimum of 2 similar projects of equal or greater size.
- C. Each Bid must contain evidence of Bidder's qualification to do business in the State of Kansas or covenant to obtain such qualification prior to award of the contract.

1.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- B. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1.4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms, and conditions for performance of the Work. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his BID.
- C. Each Bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and respective employees arising out of the administration, evaluation or recommendation of any bid.

1.5 INTERPRETATIONS

- A. The Engineer is the City of Pittsburg, Kansas. Their address is: 1506 North Walnut Street, Pittsburg, Kansas 66762, telephone 620-240-5126.
Contact Name: Matt Bacon, Director of Public Utilities.
- B. The Contract Documents contain the provisions required for the construction of the Project. All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing at least 7 calendar days prior to opening of Bids. Replies will be issued by addenda mailed or delivered to all parties recorded by Engineer as having the Bidding Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Information obtained from an office, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contra

1.6 BID SECURITY

- A. None Required.

1.7 CONTRACT TIME

- A. The number of days within which or the date by which the Work is to be completed (the Contract Time) is set forth in the Agreement.

1.8 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, are set forth in the Agreement.

1.9 SUBSTITUTE MATERIAL AND EQUIPMENT

- A. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "Effective date of the Agreement". When manufacturer's names are used in the specifications or plans, they are used to establish a standard. Should a bidder or manufacturer wish to incorporate brands or products other than those named in the specifications or plans, a written request for substitution shall be submitted to the Project Engineer a minimum of ten (10) calendar days prior to the date of the bid or proposal is due. Approved substitutions will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in Article 6.05 of the General Conditions, and applicable Supplementary Conditions.

1.10 SUBCONTRACTORS, ETC.

- A. The Owner requires the identity of certain subcontractors and a report of previous experience to be submitted with the BID. Use the form provided and attach to BID.
- B. If Owner or Engineer after due investigation has reasonable objection to any person or organization, either Owner or Engineer may before giving the award of contract, request the apparent Successful Bidder to submit an acceptable Substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the award of contract, will be deemed acceptable to Owner and Engineer.
- C. No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

- D. The amount of the Work performed by Subcontractors in aggregate shall not exceed seventy (70) percent of the Total Bid. A contract will not be awarded to a bidder not in compliance with this requirement.

1.11 BID FORM

- A. The Bid Form is included in this Project Manual; additional copies may be obtained from the office designated in the Invitation to Bid.
- B. Bid Forms must be completed in ink or by typewriter.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- G. The address to which communications regarding the Bid are to be directed must be shown, if different than that required above.

1.12 SUBMISSION OF BIDS

- A. Bids must be submitted on a duly executed copy of the Bid Form or the original bound copy. Bids received by facsimile transmission are unacceptable, unless specifically designated otherwise, and will be rejected.
- B. Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Bids received after the closing time indicated in the Advertisement for Bids will be rejected and returned unopened.
- C. Bids will not be accepted from any Contractor who is on the Owner's "List of Suspended Contractors" as of the date of the Opening of Bids. Bids received

from suspended Contractors will automatically be rejected and returned unopened.

1.13 REQUIRED CONTRACT PROVISIONS

- A. Bidders on this work, including subcontractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et. seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et. seq.).
- B. The BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTARY CONDITIONS, if any.

1.14 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the closing time for receipt of Bids.
- B. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, Owner may, at its sole discretion, allow that bidder to withdraw his Bid and the Bid Security will be returned.

1.15 OPENING OF BID

- A. Bids will be opened publicly and read aloud.

1.16 BIDS TO REMAIN OPEN

- A. All Bids shall remain open for sixty (60) days after the day of the bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

1.17 AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder within the nonconforming, nonresponsive or conditional Bids. Discrepancies in the

indicated multiplication of unit prices and quantities shall be resolved in favor of the correct multiplication based on the unit prices indicated. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- B. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid forms.
- C. Owner may consider the qualifications, experience and financial ability of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the General Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- E. If the contract is to be awarded it will be awarded to the lowest responsive, responsible Bidder. A conditional or qualified BID will not be accepted.
- F. The Owner reserves the right to award the bid based upon the evaluation of the base bids only, OR based upon evaluation of the base bid plus any combination of and in any order of Alternates to be authorized by the Owner.

1.18 PERFORMANCE AND OTHER BONDS

- A. None Required.

1.19 SIGNING OF AGREEMENT

- A. When Owner notifies the Successful Bidder of the award of contract, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents.
- B. Within fourteen days thereafter Contractor shall sign and deliver all counterparts of the Agreement to Owner with all other Contract Documents attached. The Contractor shall also submit certificates of insurance and an estimated construction schedule in accordance with the General Conditions with the executed Agreement.
- C. Within ten days thereafter Owner will deliver one fully signed counterpart of the Agreement and all other Contract Documents to Contractor.

1.20 SALES TAXES

- A. Projects financed by the Owner are exempt from the payment of the Kansas State Sales Tax or Compensating Use Tax. Bidders should not include these taxes in the unit prices bid for materials to be incorporated into the work for these projects. The Owner will supply an Exemption Certificate to the Contractor upon Award of Contract.

1.21 STATE REGISTRATION OF OUT-OF-STATE CONTRACTORS

- A. Bidders are advised that K.S.A. 79-1008, 79-1009 requires the registration of out-of-state contractors with the Director of Revenue for collection of tax.

END OF SECTION

SECTION 00 41 45
BID FORM

PROJECT IDENTIFICATION: Provision of Asphaltic Concrete Material for the 2022 City Sales Tax Street Program AND Crawford County.

CONTRACT IDENTIFICATION AND NUMBER: 2023 Sales Tax Program/Crawford County

BIDDER: _____

This Bid is submitted to: the City of Pittsburg, Kansas

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date

Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (d) BIDDER agrees to waive any claim it has or may have against the OWNER, the ENGINEER, and respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.
- (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the OWNER.

An estimated combined total 17,500 tons of the following mixes will be used by the City of Pittsburg and Crawford County, Kansas and to be invoiced separately to each entity.

- 4. Hot mix asphalt SM9.5A (virgin mix) per ton FOB asphalt plant: _____
Less allowance for up to 15% recycle (no RAS): _____
- 5. Hot mix asphalt SM12.5A (virgin mix) per ton FOB asphalt plant: _____
Less allowance for up to 15% recycle (no RAS): _____
- 6. Hot mix asphalt SM19A (virgin mix) per ton FOB asphalt plant: _____
Less allowance for up to 15% recycle (no RAS): _____
- 7. Location of asphalt plant: _____
Driving distance from 4th & US 69 Bypass (126 & 69): _____
- 8. Minimum tonnage per day without start-up charge: _____
Start-up charge for less than minimum: _____
- 9. Hourly Cost for Tandem Truck Delivery to Pittsburg _____

The City of Pittsburg's hauling cost of \$0.30/ton/mile will be added to the bid price per ton bid to calculate City's actual cost from 4th & US 69 Bypass to Bidders batch plant.

10. Communications concerning this Bid shall be addressed to:

11. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 _____.

IF BIDDER IS:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No: _____

A Corporation, Limited Liability Company, or similar entity.

By _____
(Entity name)

(State of Organization or Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal, if applicable)

Attest _____
(Secretary)

Business address: _____

Phone No: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION

SECTION 00 52 00
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Pittsburg, Kansas ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provision of asphaltic concrete material for the 2023 City Sales Tax Street Program

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Provide an estimated quantity of 7,500 Tons of asphaltic concrete to be F.O.B. at plant or delivered to City of Pittsburg.

ARTICLE 3 - Engineer

3.01 The Project has been designed by the City of Pittsburg, Kansas (Engineer), 1506 N Walnut Street, Pittsburg, KS 66762 (address), 620-240-5126 (telephone), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Completion of Work*

The Contractor shall provide the materials on a schedule and rate established by the City. The projected schedule is for this work to be performed in April through November of 2023. The estimated rate of delivery is a maximum of 300 tons per day.

The City shall notify the Contractor at least 1 week in advance of the commencement of the project and at least 48 hours of the need for materials during the project.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. The estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer.

ARTICLE 7 – INTEREST

7.01 N/A.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within

the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Specifications as listed in the table of contents of the Project Manual.
 - 3. Drawings provided at time of bidding.
 - 4. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 - 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (page 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

ARTICLE 10 – MISCELLANEOUS

10.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Pittsburg, Kansas

By: _____

Title: _____

Attest

Title: _____

Address for giving notices:

201 West 4th Street

Pittsburg, KS 66762

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process in Kansas:

END OF SECTION

SECTION 00 52 00
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Crawford County, Kansas Engineer's Office ("Owner") and

("Contractor")

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provision of asphaltic concrete material for Crawford County, Kansas Engineer's Office

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Provide an estimated quantity of 10,000 Tons of asphaltic concrete to be F.O.B. at plant

ARTICLE 3 - Engineer

3.01 The Project has been designed by the City of Pittsburg, Kansas (Engineer), 1506 N Walnut Street, Pittsburg, KS 66762 (address), 620-240-5126 (telephone), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Completion of Work*

The Contractor shall provide the materials on a schedule and rate established by the City. The projected schedule is for this work to be performed in April through November of 2023. The estimated rate of delivery is a maximum of 300 tons per day.

The City shall notify the Contractor at least 1 week in advance of the commencement of the project and at least 48 hours of the need for materials during the project.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. The estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer.

ARTICLE 7 – INTEREST

7.01 N/A.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within

the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Specifications as listed in the table of contents of the Project Manual.
 - 3. Drawings provided at time of bidding.
 - 4. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 - 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (page 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

ARTICLE 10 – MISCELLANEOUS

10.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Crawford County, Kansas Engineer's Office

By: _____

Title: _____

Attest

Title: _____

Address for giving notices:

111 E. Forest Ave.

Girard, KS 66743

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process in Kansas:

END OF SECTION

SECTION 01 22 00
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for measurement and payment of all bid items indicated on the bid form.

1.2 PROCEDURES

- A. The total bid for each section of the contract shall cover all work shown on the drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, tools, and incidentals; and performing of all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the Bid Form. No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to the prices submitted in the Proposal. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the Bid Form.
- B. All incidental, subsidiary and miscellaneous items of work essential to completion of the project in a satisfactory manner shall be done at no additional cost to the Owner.

1.3 BID ITEM MEASUREMENT/PAYMENT

ITEM NOS. 1-3 – PROVISION OF ASPHALTIC MATERIAL FOR VARIOUS CITY PROJECTS

This item shall be measured and paid for at the contract unit price bid per ton of asphaltic material produced and delivered to the projects shown on the attached drawings. Payment shall be full compensation for all costs of producing and delivering asphaltic concrete to the job sites.

The asphalt material supplied shall have a cost adjustment per the KDOT Monthly Asphalt Index Adjustment Factor (MAIAF) for fluctuating oil prices. The price difference of the oil cost at the contract letting date and the actual batch date will be adjusted to the nearest \$1.00 per the KDOT MAIAF. The MAIAF will only be applied when there is an increase or decrease of \$10.00 or more in liquid

asphalt cost. This adjustment will allow the bid price per ton to be increased or decreased by 5% of the price adjustment for that month. Documentation of price adjustment for month must be included and reflect with invoicing.

The Contractor shall notify owner within thirty (30) calendar days from invoice date if there is an error or omission related to price adjustment

The Contractor shall provide the materials on a schedule and rate established by the City/County. The projected schedule is for this work to be performed in April through November of 2023. The estimated rate of delivery is a maximum of 300 tons per day.

The City/County shall notify the Contractor at least 1 week in advance of the commencement of the project and at least 48 hours of the need for materials during the project.

All materials delivered shall comply with the requirements of SM9.5A, SM12.5A & SM19A set out in the Specifications. Contractors may be allowed to use Missouri or Oklahoma equivalent design mixes with engineers approval.

Payment will be made at the Unit Price Bid on the basis of tons of asphaltic material F.O.B. at Plant or delivered to the City and used on the job as verified by scale tickets received and initialed by the Engineer or his authorized representative. The contractor shall provide scales suitable for determining the accurate weight of loaded trucks and qualified personnel to operate the scales. The Engineer shall have access to the scales at all times for the purpose of determining the accuracy of weights

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 32 12 16
ASPHALT PAVING

PART 1 – GENERAL

1.1 SUMMARY

- A. Work performed under this section consists of supplying bituminous material to locations shown on the Drawings or established by the Engineer.

1.2 DEFINITIONS

- A. The following are industry abbreviations not defined elsewhere in this Specification.
 - 1. ASTM: American Society of Testing and Materials
 - 2. AASHTO: American Association of State Highway and Transportation Officials
 - 3. HMA: Hot Mix Asphalt
 - 4. RPR: Resident Project Representative

1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Asphalt Mix Design
 - 2. Material Sources
 - 3. Certified test reports of bituminous material in current production or stored in tanks under the ownership of the Contractor

PART 2 – PRODUCTS

2.1 BITUMINOUS MATERIAL:

- A. Bituminous materials for Plant Mix Asphalt Mixture shall be a PG 64-22 asphalt produced by a supplier holding an Approved Supplier Certification (ASC) in accordance with AASHTO Standard PP26-96.2

SPECIFICATIONS FOR ANIONIC EMULSIFIED ASPHALT		
	Min.	Max.
Viscosity, Saybolt Furol At 77°F, sec.	10	100
Residue by Distillation (% by Mass)	57	-----
Storage Stability, % *	-----	1
Sieve Test, % Retained	-----	0.50
Tests on Distillation Residue:		
Penetration, 77°F, 100g, 5 sec	75	125
Solubility, %.	97.5	-----
Ductility, 77°F, mm	800	-----
Elastic Recovery @ 50°F, 20 cm elongation, %	-----	-----

* If the Contractor's storage tanks are equipped with a mechanical propeller type agitation device, and the entire contents of the tank are thoroughly mixed before each day's use, the requirement for satisfactory compliance with the storage stability test will be waived

SPECIFICATIONS FOR CATIONIC EMULSIFIED ASPHALT		
	Min.	Max.
Viscosity, Saybolt Furol At 77°F, sec.	10	60
Residue by Distillation (% by Mass)	57	-----
Storage Stability, % *	-----	1
Sieve Test, % Retained	-----	0.50
Particle Charge	Positive**	
Tests on Distillation Residue:		
Penetration, 77°F, 100g, 5 sec	50	100
Solubility, %.	97.5	-----
Ductility, 77°F, mm	800	-----

**Current of the particle charge may need to be more than 8 mA.

2.2 AGGREGATES

A. Aggregates shall be of the following composition, quality and gradation requirements:

1. Crushed Aggregates. Limit crushed aggregates to the following materials:

- a. Produce Crushed Stone (CS-1) and Crushed Screenings (CS-2) by crushing limestone, sandstone, porphyry (rhyolite, basalt, granite and Iron Mountain Trap Rock are examples of porphyry) or other types of stone.
 - b. Produce Crushed Gravel (CG) by crushing siliceous gravel containing not more than 15% non-siliceous material.
 - c. Provide Chat (CH-1) obtained during the mining of lead and zinc ores in the tri-state mining district.
 - d. Consider materials complying with Mineral Filler Supplements (MFS-1, MFS-2, MFS-4 and MFS-7 as crushed aggregates.
 - e. Produce Crushed Steel Slag (CSSL) by crushing electric furnace steel slag. Some sources of steel slag are angular when produced and may be treated the same as crushed gravel and manufactured sand. Use steel slag with an Uncompacted Void Content of the Fine Aggregate "U" Value of more than 42.00 and the Course Aggregate Angularity greater than the minimum specified value. The maximum allowable quantity of crushed steel slag is 50% of the total aggregate weight.
 - f. Produce Manufactured Sand or Buckshot by crushing siliceous sand and gravel, or washing crushed stone screenings. Use manufactured sand with an Uncompacted Void Content of the Fine Aggregate "U" Value of more than 42.00.
2. Uncrushed Aggregates. Limit uncrushed aggregates to the following materials.
 - a. Produce Sand-Gravel (SSG) by mixing natural sand and gravel formed by the disintegration of siliceous and/or calcareous materials.
 - b. Provide Natural Sand consisting of particles formed by the natural disintegration of siliceous and/or calcareous materials. Use natural sand with an Uncompacted Void Content "U" value of less than 42.00.
 - c. Provide Grizzly (Grizzly Waste) consisting of the matrix or bedding material occurring in conjunction with calcitic or dolomitic cemented sandstone "Quartzite", generally separated from the sandstone prior to crushing.
3. Mineral Filler Supplement.
 - a. Provide a mineral filler supplement that is easily pulverized and free of cemented lumps, mudballs, and organic materials that complies with requirements of section 2.2.C below. Do not blend 2 or more materials to produce mineral filler supplement. Provide only 1 mineral filler supplement in each HMA design.
 - b. Mineral Filler Supplement designation MFS-1 is Portland cement, blended hydraulic cements, or crushed stone.
 - c. Mineral Filler Supplement designation MFS-2 is crushed limestone.

- d. Mineral Filler Supplement designation MFS-3 is water or wind deposited silty soil material.
 - e. Mineral Filler Supplement designation MFS-4 is Hydrated lime. The minimum allowable quantity of MFS-4 or Hydrated Lime is 1% of the total aggregate weight when required as a supplement on the Contract Documents.
 - f. Mineral Filler Supplement designation MFS-5 is volcanic ash containing a minimum of 70% glass shard. The maximum allowable quantity of MFS-5 is 5% of the total aggregate weight when specified as acceptable mineral filler supplement.
 - g. Mineral Filler Supplement designation MFS-6 is fly ash. Fly ash is the finely divided residue resulting from the combustion of ground or powdered coal and is transported from the boiler by flue gasses. The maximum allowable quantity of MFS-6 is 3% of the total aggregate weight when specified as acceptable mineral filler supplement.
 - h. Mineral Filler Supplement designation MFS-7 is processed chat sludge that has been dewatered at the source of supply, and does not exceed 15% moisture content by weight at the time of shipping.
4. Reclaimed Asphalt Pavement (RAP).
- a. If RAP is used, inform the Engineer of the source and type of RAP. Provide RAP that is reasonably free of contamination, uniform in composition (similar to RAP gradation shown on mix design) and has passes through a 2 1/4" screen or grizzly. The Engineer will accept the RAP on a visual inspection.
 - b. Plant Mix Asphalt Mixture-Commercial Grade may contain up to 15% RAP provided the Engineer approves the RAP source.

B. Quality of Individual Aggregates.

- 1. Soundness, minimum (KTMR--1)0.90%
 - a. Soundness requirements do not apply to aggregates having less than 10% material retained on the No. 4 mesh sieve.
- 2. Wear, maximum (AASHTO T-96)40%
 - a. Wear requirements do not apply to aggregates having less than 10% retained on the No. 8 sieve.
- 3. Absorption, maximum (KT-6)4.0%
 - a. Apply the specified maximum absorption to both the fraction retained on the No. 4 sieve and the fraction passing the No. 4. Screenings produced concurrently with CS-1 will be accepted without tests for absorption.

- b. Crushed aggregates with less than 10% materials retained on the No. 4 sieve (excluding mineral filler supplements) must be produced from a source complying with the official quality requirements of this Section prior to crushing.
 4. Plasticity Index, the maximum P.I. for MFS-1, MFS-2, MFS-3, MFS-5, and MFS-7 is 6.
- C. Product Control of Individual Aggregates
 1. Deleterious Substances. Provide combined aggregates free from alkali, acids, organic matter, or injurious quantities of other foreign substances that does not exceed the following maximum percentages by weight.
 - a. Shale or Shale-like (KT-8)1.0%
 - b. Clay lumps and friable particles (KT-7)1.0%
 - c. Sticks (wet) (KT-35)0.1%
 - d. Coal (AASHTO T-113)0.5%

D. COMBINED GRADATION

1. Provide combined aggregates for the mixes required in the Contract Documents as shown in Tables 1 and 2.
2. Job Mix Formula (JMF) A minimum of 10 working days before the start of HMA production, submit in writing to the Engineer for review and approval, a proposed JMF for each combination of aggregates proposed for use in the Project. For each JMF submitted, include test data to demonstrate that mixtures complying with each proposed JMF shall have properties specified in TABLES 1 and 2 for the designated mix type at the Recommended Percent Asphalt.

TABLE 1-COMBINED AGGREGATE REQUIREMENTS											
Mix Designation	Percent Retained-Square Mesh Sieves										
	1 1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 16	No. 200	Min. VMA (%)	D/B Ratio
SM-9.5A			0	0	0-10	10 min.	33-53		90.0-98.0	14.5	0.6-1.2
SM-12.5A			0	0-10	10 min.		42-61		90.0-98.0	13.5	0.6-1.2
SM-19A		0	0-10	10 min			51-65		92.0-98.0	13.0	0.6-1.2

Notes:

The maximum percent moisture in the final mixture shall not exceed 0.5%

TABLE 2-MIX REQUIREMENTS	
Mix Criteria	
AGGREGATE	
Coarse Angularity, min.	75
Uncompacted Voids-Fine, min.	42
Sand Equivalent	40.0
Natural sand (max. %)	35
COMPACTION REVOLUTIONS	
N _{ini} (level of compaction)	7 (≤ 90.5)
N _{des}	75
N _{max} (level of compaction)	115 (≤ 98.0)
MIX	
Design VMA Range	13.0 to 16.5
Target Air Voids at N _{des} , %	4.0
Tensile Strength Ratio (%TSR), min	80

PART 3 - EXECUTION

3.1 TRANSPORTATION AND DELIVERY OF HOT BITUMINOUS MIXTURE

- A. Mixture shall be transported from plant to point of use in pneumatic-tired vehicles having tight bodies previously cleaned of all foreign materials. Inside surface of each vehicle may be lubricated lightly with oil or soap solution prior to loading, but excessive use of lubricant or use of gasoline, kerosene, or similar products will not be permitted.
- B. Material shall be weighed then delivered and dumped into the hopper of a self-propelled power machine for placing and spreading material as hereinafter specified.
- C. During transportation of hot bituminous mixtures from remote central mixing plant to point of usage and placement on the prepared subgrade or base course, trucks shall be provided with tarpaulin covers or other adequate protection to prevent undue loss of heat. In any case, temperature of mixture at time of placement shall be within the range of 275° to 325° F.

3.2 UNSUITABLE MATERIAL

- A. Any mixture that becomes loose, broken, mixed with foreign material, or which is in any way defective in finish or density, or which does not comply in all other respects with the requirements of the specifications shall be removed, replaced with suitable material, and finished in accordance with these specifications.

END OF SECTION