

SECTION 1

GENERAL

1.01 SCOPE.

A. Intent. The intent of the Drawings and these Specifications is to describe a functionally complete Project (or part thereto) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether specifically called for or not. The Contractor shall provide for the execution and completion in every detail of the work described herein. It is understood that the Contractor, for all or any part, will furnish all labor, material, equipment, tools, transportation and necessary supplies such as may be required to complete the project in a satisfactory and workmanlike manner in accordance with the Drawings and Specifications.

B. Taxes. The Contractor shall pay all legally required sales, consumer and use taxes. Refer to Section 700 General Conditions, Article 6.15 for the requirements for sales tax exemption on City or County funded projects.

C. Permits. The Owner will obtain and pay for permits and / or clearances from the U.S. Army Corps of Engineers (Corps), Kansas Department of Health Environment (KDHE), Kansas State Board of Agriculture Division of Water Resources (DWR), and Kansas Department of Wildlife and Parks (KDWP) unless specified otherwise in the Contract Documents. For developer projects, located on either private or public property, the developer is responsible for obtaining and paying for these permits.

Ownership of the “Kansas Water Pollution Control General Permit and Authorization to Discharge Stormwater Runoff from Construction Activities, NPDES” obtained from the KDHE shall be transferred from the Owner to the Contractor unless specified otherwise in the Contract Documents. This transfer shall be completed by the Contractor’s submittal of an executed copy of the “Notice of Transfer of Ownership” (NOTO) to KDHE prior to the issuance of the Start Work Order. When the soil disturbing activity is completed, all areas are restored, and all requirements of the permit are complete, the Contractor must submit a Notice of Termination (NOT) form to KDHE to terminate the authorization to discharge. The Stormwater Pollution Prevention Plan is a part of the Project Documents. If the project is not completed within the period covered by the permits, the Contractor shall apply and pay for any necessary permit extensions.

The Contractor shall obtain and pay for all other required licenses and permits.

For projects within the City Limits of Topeka and within public right-of-way, a “Traffic Disruption Permit” is required prior to the start of work. This permit may be obtained by contacting the City of Topeka Engineering Division – Traffic Section at phone number (785) 368-3842 a minimum of 72 hours in advance of starting work.

D. 24 Hour Contact. The Contractor shall file with the City Engineering Division and/or Shawnee County Director of Public Works, the names, addresses and phone numbers of two or more responsible persons in the Contractor's organization who shall be on call at all times.

E. Emergency Project Identification Sign. The Contractor, at the discretion of the Engineer, shall erect an Emergency Project Identification Sign in a prominent place at the project site or at both ends of the project site. The sign shall have legible printed letters and figures not less than three (3) inches high showing the name of the Contractor and the phone numbers of responsible personnel for day or night emergency contact. The Emergency Project Identification sign shall not be paid for directly, but shall be subsidiary to other items of the Contract.

F. Notification to City or County. The Contractor shall provide a minimum of 72 hours advance notice to the City of Topeka Engineering Division, Construction Management Section and/or Shawnee County Director of Public Works prior to beginning work on City/County right-of-way.

G. Notification to Property Owners. The Contractor shall notify all the owners of property adjacent to the Construction and those property owners that will experience disruption and changes in access to their property a minimum of 48 hours prior to the start of construction or the changing of roadway access points. Information shall include construction start and finish dates; project number and description; company name and phone number; and superintendent's name and phone number.

H. Public Convenience. The Contractor shall cooperate with the owners of adjacent properties in the protection of their property. Access to driveways, houses and buildings, and temporary road and entrances and crossings of streets and sidewalks shall be provided, and kept in good condition, unless otherwise directed by the Engineer.

1.02 SPECIFICATIONS.

Throughout these Standard Technical Specifications, the specifications of other agencies and accredited authorities for quality of materials and standards of practice will be referred to by their initials with the specific reference indicated by the respective reference's section number. It shall be understood that, unless specifically noted otherwise, the latest edition of the reference at the time of advertising for bids shall govern.

| Reference Initial | Reference |
|-------------------|--|
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| ADA | Americans with Disabilities Act |
| ADAAG | Americans with Disabilities Act Accessibility Guidelines |
| ANSI | American National Standards Institute, Inc. |
| ASTM | American Society for Testing and Materials |
| AWWA | American Water Works Association |
| KDOT | Kansas Department of Transportation |
| MUTCD | Manual on Uniform Traffic Control Devices, US Department of Transportation |
| OSHA | Occupational Safety and Health Administration |
| SSPC | Steel Structures Painting Council |

The *Standard Specifications for State Road and Bridge Construction, Edition 2007* published by the Kansas Department of Transportation is referenced throughout these Standard Technical

Specifications and is referred to as the “KDOT Standard Specifications.” This shall mean the KDOT Standard Specifications as bound and published in 2007 and shall not include KDOT Special Provisions unless specific reference is made to a KDOT Special Provision.

1.03 CONFLICT IN DRAWINGS AND SPECIFICATIONS OR DOCUMENTS.

Where a discrepancy may exist between Drawings, Specifications, etc., the order of precedence shall be as follows:

- A. Supplementary Conditions
- B. Drawings
- C. The City of Topeka and Shawnee County Standard Technical Specifications
- D. Other specifications incorporated by reference

1.04 PHYSICAL DATA.

With the exception of the site specific recommendations for treatment and preparation of subgrades as may be contained in a Geotechnical Report, any physical data in regard to subsoil, rock, water table or other site conditions, which are noted on the Drawings or Reports or referred to herein, represent conditions as of the date of their determination and are for information only. Any reliance by the Contractor on such data will be at the Contractor’s risk.

1.05 SHOP DRAWINGS AND ENGINEERING DATA.

A. Schedule of Shop Drawing Submissions. Prior to the date of the Preconstruction Conference, the Contractor shall submit to the Engineer a schedule of Shop Drawing submissions which shall include the items of materials and equipment for which shop drawings are required by the specifications. For each required shop drawing, the date shall be given for intended submission of the drawing to Engineer for review and the date required for its return to avoid delay in any activity beyond the scheduled start date. Sufficient time shall be allowed for initial review, correction and resubmission, and final review of all shop drawings. Unless agreed otherwise, Engineer's submittal review period shall be 21 consecutive calendar days in length and shall commence on the first calendar day immediately following the date of arrival of the submittal or resubmittal in Engineer's office. The time required to mail the submittal or resubmittal back to Contractor shall not be considered a part of the submittal review period. In no case will a schedule be acceptable which allows less than 10 days for each review by Engineer.

B. Submittal Requirements. After checking and verifying all field measurements, the Contractor shall submit to the Engineer, for review and approval in accordance with the accepted schedule of Shop Drawing submissions, five copies (or 2 copies and an electronic PDF copy if requested by the Engineer) of all Shop Drawings, which will bear a stamp or specific written indication that the Contractor has satisfied their responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Engineer may require.

The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Engineer to review the information. The Contractor shall also submit to the Engineer for review and approval

with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will be identified clearly as to material, supplier, pertinent data such as catalog numbers, and the use for which intended.

Before submission of each Shop Drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, the Contractor shall give the Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Engineer for review and approval of each such variation.

C. Engineer's Review. The Engineer will review and approve with reasonable promptness Shop Drawings and samples, but the Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission and the Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of the Contract.

When the drawings and data are returned marked "REJECTED - SEE REMARKS" or "REVISE AND RESUBMIT", the corrections shall be made as noted thereon and as instructed by the Engineer and five corrected copies resubmitted. Facsimile (fax) copies will not be acceptable.

When the drawings and data are returned marked "MAKE CORRECTIONS NOTED" or "NO EXCEPTIONS TAKEN", no additional copies need be furnished unless requested by Engineer at time of review.

D. Re-submittal of Drawings and Data. The Contractor shall make corrections required by the Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor shall accept full responsibility for the completeness of each resubmittal. The Contractor shall verify that all corrected data and additional information previously requested by the Engineer are provided on the resubmittal.

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

Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A.B. etc.) to indicate the sequence of the resubmittal.

If more than one resubmission is required because of failure of the Contractor to provide all previously requested corrected data or additional information, the Contractor may be required to reimburse the Owner for the charges of the Engineer for review of the additional resubmissions. This does not include initial submittal data such as shop tests and field tests which are submitted after initial submittal.

Re-submittals shall be made within 30 days of the date of the letter returning the material to be modified or corrected, unless within 14 days the Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.

Any need for more than one resubmission, or any other delay in obtaining the Engineer's review of submittals, will not entitle Contractor to an extension of the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of the Engineer to review any submittal within the submittal review period specified herein and to return the submittal to the Contractor.

1.06 CONTRACTOR USE OF PREMISES.

The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and areas permitted by the Contract Documents and other areas permitted by Laws and Regulations, rights-of-way, permits and easements. The Contractor shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Equipment and materials shall not be stored in traffic control buffer zones, clear zones, or the site triangles of intersections open to traffic.

The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any land or areas contiguous thereto, resulting from the performance of the Work. Any additional work or storage areas shall be obtained and paid for by the Contractor. Copies of the agreement signed by the property owner shall be provided to the Engineer prior to use of additional areas. The Contractor shall assume full responsibility for the protection and safekeeping of all materials that are stored on the construction site

1.07 DAMAGE TO PREMISES.

The Contractor shall be responsible for the repair or replacement of any public or private property which is damaged by the Contractor's operations and which is not shown on the Drawings to be removed.

1.08 CLEAN-UP.

A. Construction Requirements. Clean-Up is considered an integral part of the work. As the work progresses, the working area shall be kept clean of trash, debris, and junk, and promptly restored to a condition equal to or better than that prevailing before construction.

B. Payment Withheld. At the Engineers discretion, but with advance notice to the Contractor, payment may be withheld for otherwise completed items of work in areas where Clean-Up is not completed. The Contractor may submit to the Engineer, in writing, a request for the release of withheld payments. The request shall include a statement of the reasons why Clean-Up is incomplete and a schedule for prompt completion. Withheld payments may be released to the Contractor based on the Engineer's opinion of the acceptability of the Contractor's reasons Clean-Up is incomplete and the Contractor's schedule to complete the Clean-Up work. Clean-Up shall not be paid for directly, but shall be subsidiary to other items of the Contract.

1.09 SANITATION.

The Contractor shall furnish and pay for temporary toilet facilities for the use of their employees and shall maintain the same in a clean and sanitary condition. These facilities must be in place prior to the start of construction. The Contractor shall not create or permit any nuisance to the public or to residents in the vicinity of the work. Facilities shall be serviced regularly and maintained so as to not constitute a nuisance or health hazard.

1.10 TRAFFIC CONTROL.

Contractor shall comply with all pertinent vehicular and pedestrian traffic control requirements set forth in Section 4 of these Standard Specifications, the Project Documents, and as directed by the Engineer. All barricades, signs, lights and traffic control devices of any nature shall conform with the requirements of the MUTCD. All Projects within public right-of-way require traffic control. The Contractor shall provide traffic control unless indicated otherwise in the Project Documents, in which case the Owner shall provide traffic control.

1.11 MEASUREMENT AND PAYMENT.

All work to be performed under this contract will be paid for at the lump sum or unit prices stated on the Bid Form. Unit price payments will be based upon measurement of completed and accepted items as hereinafter described. Payment for unit price items and lump sum items shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the Drawings and Specifications. Any material, equipment or operation not specifically mentioned shall be considered to be incidental to the unit price or lump sum pay item to which it pertains.

1.12 CONSTRUCTION SURVEYING.

A. Responsible Party. The Owner, the Engineer, or the Design Engineer shall provide construction surveying to establish reference points, benchmarks and construction layout staking of the following listed improvements at no cost to the Contractor unless the item “Contractor Construction Staking”, as specified in Section 4, is included as a Pay Item of Work in the Contract Documents. The responsible firm or agency for construction surveys, referred to herein as the “Construction Surveyor,” will be identified at the Pre-Construction Conference.

Construction Staking Items:

- Alley Pavement (See Note 2)
- Channel and Ditch Lining Pavements (See Note 2)
- Commercial Drive Entrances (See Note 2)
- Critical Pavement Intersections (See Note 4)
- Curb & Gutter (See Note 2)
- Parking Lot Grading, Rough Finish Grade and Final finish Grade (See Note 5)
- Pavement Crowns (See Notes 2 and 3)
- Pavement Removal Saw Cut Marking (See Note 10)
- Sanitary Sewer Piping, Manholes, and Structures (See Note 6)
- Sidewalks (Notes 2 and 9)
- Sidewalk Retaining Walls, Retaining Walls (See Notes 2 and 9)
- Special Ditches and Channels (See Notes 7 and 11below)
- Storm Sewer Conduits, Inlets, Manholes, Outfalls, Headwalls and Structures (See Note 6)
- Street Pavement Centerline with Rough finish Grade (See Notes 1 and 8)
- Survey Monument Boxes (See Note 10)
- Traffic Signal Poles, and Appurtenances (See Note 10)
- Valley Gutter (See Note 2)
- Water Line Piping and Appurtenances (See Note 7)

(All offset stake elevations will use the Cut or Fill method. “Blue-top” staking will be at location and will not be provided for any item other than elevation critical areas for Critical Pavement Intersections, as agreed to by the Construction Surveyor.)

Note 1: To be staked on Centerline, at 50 feet intervals, or as agreed by the Construction Surveyor. To be used also as control line for clearing limits.

Note 2: To be staked on offset, at 25 feet intervals, also at critical horizontal and vertical points such as PC’s, PT’s, ECR’s, PVC’s and PVT’s. Radius points will be set for radii 60 feet or less, where practical. Cuts and Fills will be marked to finished pavement elevation, or top of curb. Critical drainage slopes of less than 0.6% may be marked to flow line instead of top of curb.

Note 3: Pavement Crowns generally will not be staked for a consistent standard-cross section residential pavement, except as agreed by the Construction Surveyor.

Note 4: To be staked at location, or on offset. If intersection pavement elevations are critical to establish positive drainage or a comfortable travel ride, blue-top stakes at location may be provided, as agreed by the Construction Surveyor. Offset stakes will use the Cut and Fill method.

Note 5: Rough Finish Grading to be staked at location, on a 50 feet grid. Critical Final Staking Elevations may be provided on a 25 feet grid, as agreed to by the Construction Surveyor. Cuts and Fills will be marked to finished pavement elevation.

Note 6: To be staked at structures and deflection points, with stakes on offsets at 25 feet intervals for first 100 feet, then at 100 feet intervals up to next structure or deflection point. Cast-in-place conduits such as Reinforced Concrete Boxes will be staked on offset, at 25 feet intervals and at horizontal and vertical deflection points.

Note 7: To be staked at horizontal and vertical deflection points and critical elevation points, on offsets at 25 feet or 50 feet intervals, as agreed to by the Construction Surveyor.

Note 8: Street side slope-staking for slopes of less than 4:1, or cuts and fills of less than 4 feet will not generally be provided, unless agreed to by the Construction Surveyor.

Note 9: Staking will be provided only for sidewalks with the near edge no closer than 8 feet from the back of curb, or not parallel with the Back or Top of Curb. Handicapped Ramps will generally be constructed by the Contractor to lines and elevations as approved by the Engineer, without staking.

Note 10: To be staked at location.

Note 11: To be staked at 25 feet or 50 feet intervals, depending on critical grade, and at critical elevation or deflection points, as agreed to by the Construction Surveyor. Slope staking may be substituted for offset staking for channels with side slopes greater than 4 vertical feet or with 4:1 or steeper slopes, as agreed to by the Construction Surveyor.

A Land Surveyor registered in Kansas and employed or retained by the Construction Surveyor will conduct or supervise a diligent search for all Public Land Corner monuments, property and offset corner monuments which may be disturbed or destroyed by the construction. All monuments which are found will be witnessed and referenced for replacement.

All Public Land System Corner monuments, property and offset corner monuments which are disturbed or destroyed in the course of construction shall be reset by or under the supervision of a Land Surveyor registered in Kansas and employed or retained by the Construction Surveyor. Public Land System Corners shall be witnessed and reset in accordance with Kansas Statutes and Kansas State Board of Technical Professions Minimum Standards.

B. Preservation of Monuments, Reference Points, and Stakes. The Contractor shall protect and preserve the project's established reference points and benchmarks and shall make no changes or relocations to them without the prior approval of the Engineer. The Contractor shall be responsible for maintaining and protecting all baseline points, control points, reference points, bench marks, property and offset corners, Public Land System Survey Corners, and all other essential horizontal and vertical survey control points from physical disturbance until the project has been completed or until the survey points have been removed, witnessed or otherwise disposed of by the Construction Surveyor. In instances where any of the above said points may

be endangered, the Contractor shall give sufficient notice to the Construction Surveyor to enable said point or points to be reset or referenced before the beginning of the endangerment activity. The Contractor shall report to the Engineer any survey points lost or destroyed or if a survey point requires relocation because of necessary changes in grades or locations.

The Contractor shall be responsible for maintaining all survey staking and shall be charged for any survey points that must be re-set due to the Contractor's or sub-contractor's planned or negligent activities and for any and all reasons other than survey errors and omissions or project re-design. Charges will be at the established hourly rates of the Construction Surveyor and shall be deducted from the final payment.

The Contractor will be provided with a photocopy or fax of the construction field notes for their use in facilitation of location and re-marking stakes, if cut or fill stakes should become lost or destroyed.

C. Coordination. The Contractor (not sub-contractors) shall be responsible for requesting construction staking from the Construction Surveyor. The Contractor's request for stakes shall be made at least 48 hours prior to the time staking is required. Said 48 hours does not include weekends or holidays. Priority of staking shall be based on the order in which calls for stakes are received except in instances where conflicts with utilities may arise.

D. Meaning of Construction Stakes. The Contractor shall satisfy himself as to the meaning of all stakes and marks prior to start of any construction activity based on those stakes. The Contractor is solely liable for the misinterpretation of stakes or for the use of stakes that are damaged due to any activity. Any questionable or suspect stake location, or cut or fill that may be due to Construction Surveyor error shall be reported to the Construction Surveyor immediately, prior to commencement of construction activities based on the suspect stake.

All survey construction stakes, horizontal and vertical control points shall follow the APWA Uniform Color Code as follows:

- White - Proposed Excavation
- Pink - Temporary Survey Markings
- Red - Electric Power Lines, Cables, Conduit and Lighting Cables
- Yellow - Gas, Oil, Steam, Petroleum or Gaseous Materials
- Orange - Communication, Alarm or Signal Lines, Cables or Conduit
- Blue - Potable Water
- Purple - Reclaimed Water, Irrigation and Slurry Lines
- Green - Sewers and Drain Lines

All survey property line and right-of-way stakes shall adhere to the following schedule:

- Red - Right-of-way
- Blue - Permanent Easements
- Green - Temporary Easements

1.13 EXISTING UTILITIES.

A. General. The Contractor shall notify in writing responsible representatives of public utilities, railroads, or any other facilities or property that will be affected by their operations. Such notice shall be given not less than seven days before starting work in any area. The Contractor shall thereafter coordinate their work with the work necessary to protect or relocate such utilities, property or facilities, and cooperate to the fullest extent to avoid damage or service interruptions. For obtaining underground utility locations, the Contractor shall utilize the Kansas One Call service, telephone no. (811) or (800) 344-7233.

1.14 ACCESS.

Unless otherwise directed, the Contractor shall maintain traffic on roads affected. In no event shall more than 300 feet of roadway be left in such condition that it will not support vehicular traffic for access to residences or places of business unless alternative access is provided by the Contractor and approved by the Engineer.

1.15 FINAL INSPECTION.

When the Contractor believes that the project is ready for Final Inspection, they shall make the request for inspection, in writing, to the Engineer's Project Representative a minimum of 72 hours prior to the desired time for the final inspection. If the Project Representative agrees that the project is ready for final inspection, the Project Representative will coordinate with the Owner to establish the date and time of the Final Inspection. If the Project Representative determines that the Project is not ready for Final Inspection, the Contractor shall complete the remaining work or corrective actions identified by the Project Representative and then make a second written request for final inspection. The Project Representative will then coordinate with the Owner to establish a date and time for the Final Inspection.

END OF SECTION