EDGERTON
global routes. local roots.

404 East Nelson
Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

REQUEST FOR PROPOSAL

FOR

2023 STREET PRESERVATION PROGRAM CHIP SEAL

2023

REQUEST FOR PROPOSAL FOR THE 2023 STREET PRESERVATION PROGRAM

I. INTRODUCTION

The City of Edgerton is hereby soliciting proposals from interested contractors to provide Chip Seal surface treatment. The City of Edgerton requests that all construction activities be complete prior to September 30, 2023.

II. SCOPE OF REQUEST

The Department of Public Works is seeking submissions for bids in Chip Seal maintenance medium. The consideration of qualified contractors for Chip Seal surface treatment as outlined for 2023 Street Preservation Program, will be made depending upon qualifications and ability of the contractor to provide the requested maintenance activities. Contractors will be expected to perform all general Street Maintenance Services within the Chip Seal process. (See Attachment A: List of Quantities).

For 2023 the Edgerton Street Preservation Program includes approximately 11,500 Square Yards of Chip Seal. All construction activities are in the residential portion of town. A draft map of the project areas is included. (See Attachment B).

III. PROJECT GOALS

The City of Edgerton intends to procure a contactor, or multiple contractors for a Project with an emphasis on the following goals:

- To provide high-quality surface maintenance for the intended sections of roadway.
- Ensure ease of access of affected residents and properties.
- To use sound engineering principles to evaluate innovative approaches and cost saving measures to optimize the available resources.

IV. PUBLIC INFORMATION

The 2023 Street Preservation Program is a continuation of the Street Preservation Program that the City of Edgerton has defined for the annual maintenance of the street network. Over the last several Citizen Surveys conducted by the City of Edgerton the residents have expressed infrastructure maintenance and improvement as one of the top priorities and desires. To this point the Public Works Department continually refines the Street Preservation Program to provide the best maintenance and repair value possible.

It will be critical for the selected contractor and City staff to communicate intended maintenance activities and repair timelines to the residents. The City feels that informing the effected property owners about project schedule and what to expect during construction helps to streamline the program. The City requires 48 hours of notification prior to access restrictions, and all work requires 24 hours of notice to affected property owners.

V. SELECTION PROCESS

a. The City of Edgerton will open the sealed proposals/bids at **2:00 pm on, April 11, 2023**. All proposals/bids shall be submitted at City Hall 404 E Nelson St, Edgerton KS 66021, submissions should be given to the City Clerk for recording of date and time stamp.

b. The City of Edgerton will select the lowest qualified bidder for the 2023 Street Preservation Program.

c. It is of utmost importance that the requested information be submitted with your Proposal The approved contractor must be qualified to work in Johnson County, hold insurance and have bonding capacity for the scope. Failure to submit any of the required information may result in your firm being disqualified from the Selection Process. Requirements are included in the professional services agreement.

d. The City of Edgerton reserves the right to reject all proposals, to waive minor defects or technicalities, or to solicit new proposals for the same project or a modified project that may include portions of the originally proposed project as the City of Edgerton may deem necessary.

The contract between the City and the selected Team shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given. The professional services agreement is included with this RFP.

e. The City shall not be liable for any costs associated with design- or construction-related activities on this Project that have occurred prior to the issuance by the City of a Notice to Proceed. The Team shall proceed at their own risk and expense should any design- or construction-related activities commence prior the issuance of the Project Notice to Proceed by the City.

f. Contractor must hold or obtain the City of Edgerton Business License prior to beginning work.

g. Questions during the RFP period should be directed to:

Trey Whitaker
City of Edgerton, Kansas
PO Box 255
404 East Nelson Street
Edgerton, KS 66021
Phone: (913) 893-6231

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ATTACHMENT A

2023 Street Preservation Program - Chip Seal

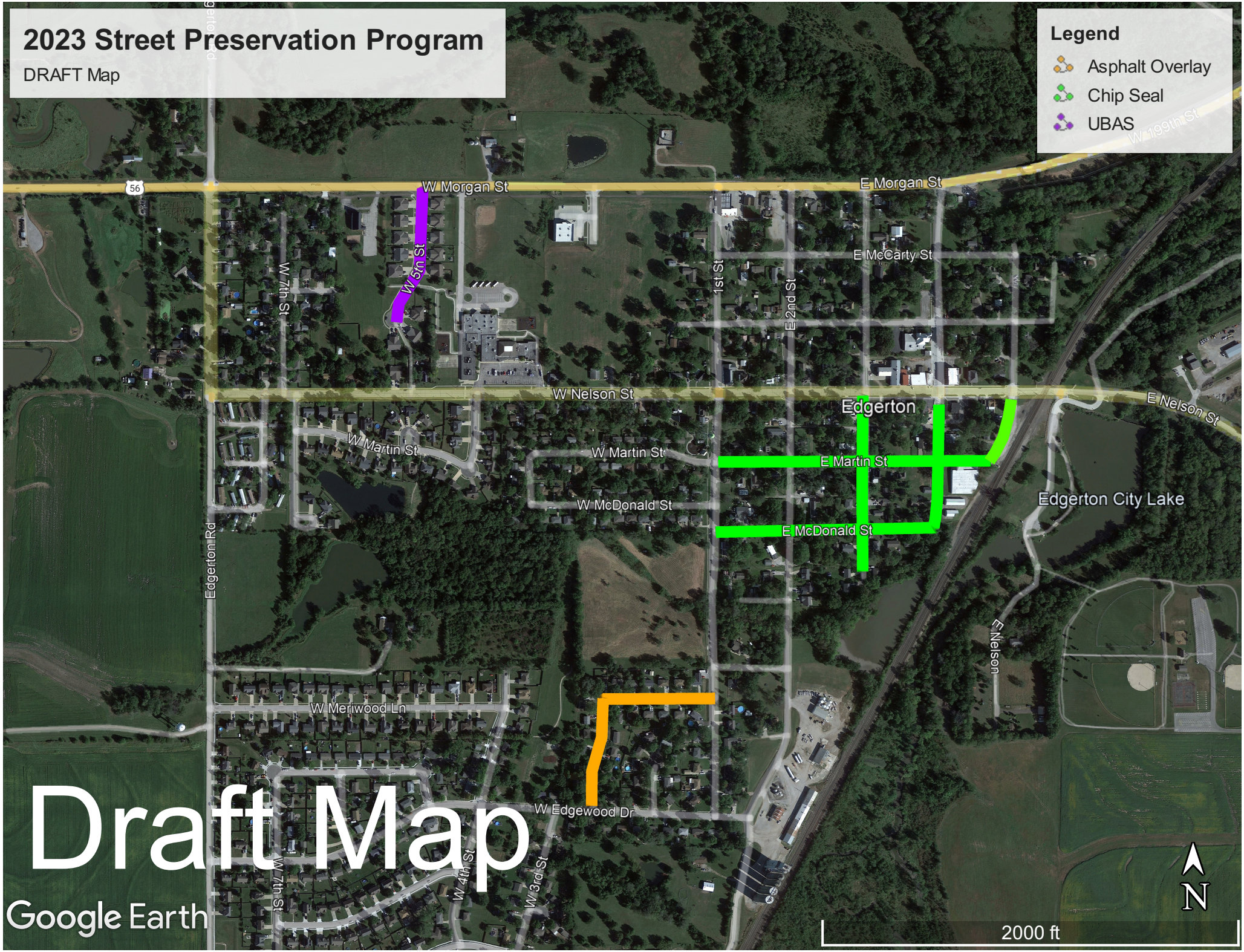
	Description	Unit	Qty.	Unit Pricing	Total Cost
1	Mobilization	L.S.	1		
2	Chip Seal 3/8" Granite	S.Y.	11500		
3	Chip Seal Sweeping (Clean-up)	L.S.	2		
4	Traffic Control (All Remaining Areas)	L.S.	1		
5	Seed, Sodding, Fertilizer, Mulching (Perm)	L.S.	1		
6	Temporary Traffic Control	L.S.	1		
	Base Bid Total				

	Bid Alternate #1	Unit	Qty.	Unit Pricing	Total Cost
**	Pavement Markings, 4" Solid White Line (Paint-non thermo)	L.F.			
**	Pavement Markings, 6" Solid White Channelization Line (Paint-non thermo)	L.F.			
**	Pavement Markings, 12" Solid White Crosswalk Line (Paint-non thermo)	L.F.			
**	Pavement Markings, 24" Solid White Stop Line (Paint-non thermo)	L.F.			
**	Pavement Markings, Eradication	L.S.			
**	Bid Alternate #1 Total				

	Bid Alternate #1a	Unit	Qty.	Unit Pricing	Total Cost
**	Pavement Markings, 4" Solid White Line Thermoplastic	L.F.			
**	Pavement Markings, 6" Solid White Channelization Line Thermoplastic	L.F.			
**	Pavement Markings, 12" Solid White Crosswalk Line Thermoplastic	L.F.			
**	Pavement Markings, 24" Solid White Stop Line Thermoplastic	L.F.			
**	Pavement Markings, Handicap Symbol Preformed Thermoplastic	EA			
**	Pavement Markings, Eradication	L.S.			
**	Bid Alternate #1a Total				

2023 Street Preservation Program

DRAFT Map



PROFESSIONAL

SERVICES

AGREEMENT

CONSULTANT-CLIENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the , 2022 (the "Effective Date") by and between ., party of the first part, (the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Professional Services for the following improvement/services (hereinafter referred to as the "Project"):

2023 Street Preservation Program: Chip Seal

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by **Exhibit 1** of this Agreement.

1.2 "Agreement" means this contract and includes change orders issued in writing.

1.3 "CLIENT" or "Client" means the City of Edgerton.

1.4 "CONSULTANT" or "Consultant" means the company identified on page 1 and any additional parties they might employ (upon the approval of CLIENT) to perform pursuant to this contract.

1.5 "Contract Documents" means those documents so identified in the Agreement for this Project.. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

1.6 "Engineering Documents" or "Architectural Documents" or "Survey Documents" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

1.8 "Services" is a description of the required work as shown in **Exhibit 1**.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

2.2.1. **Personnel**: The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: _____
Address: _____
_____
Phone: _____

2.2.2. **Standard of Care**: In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions.

2.2.3. **Independent Contractor**: The CONSULTANT is an independent contractor and as such

is not an employee of the Client.

2.2.4. **Insurance**: CONSULTANT will maintain insurance for this Agreement, as specifically provided in **Exhibit 2.**

2.2.5. **Subcontracting of Service**: The CONSULTANT shall not subcontract or assign any of the Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.

2.2.6. **Endorsement**: When applicable, the CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.

2.2.7. **Force Majeure**: Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.

2.2.8. **Inspection of Documents**: The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for five (5) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

3.1.1. **Communication**: The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. CONSULTANT'S review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.

3.1.2. **Access**: The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

3.1.3. **Duties**: The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

3.1.4. **Program and Budget**: The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that CONSULTANT is able to fully understand the project requirements.

3.1.5. **Testing**: Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.

3.1.6. **Legal, Insurance, Audit**: The CLIENT shall furnish all legal, accounting and insurance

counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.

3.1.7. **Project Representative**: The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: _____
Address: _____
_____
Phone: _____

SECTION 4 – PAYMENT

4.1 COMPENSATION

4.1.1. **Fee and Expense**: The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 3 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one (1) percent per month.

4.1.2. **Hourly Rate**: Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 3. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.

4.1.3. **Reimbursable Expenses**: Reimbursable expenses shall be charged following approval by CLIENT. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT.

4.1.4. **Billing**: CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 3**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and (1) percent per month.

4.1.5. **Change in Scope**: For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 3. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.

4.1.6. **Supplemental Agreement**: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only

be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

5.1.1. **Notice**: The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT, but only upon giving notice to CLIENT of the alleged breach and providing CLIENT thirty (30) days to cure such alleged breach.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

5.1.2. **Compensation for Convenience Termination**: If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

5.1.3. **Compensation for Default Termination**: If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

5.1.4. **Incomplete Documents**: Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder.Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents.

5.4.2. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused by: (i) CONSULTANT'S breach of this Agreement; (ii) incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement 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 in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

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

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.10 TITLES, SUBHEADS AND CAPITALIZATION

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

5.11 SEVERABILITY CLAUSE

5.11.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.12 FIELD REPRESENTATION

5.12.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.13 HAZARDOUS MATERIALS

5.13.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.14 AFFIRMATIVE ACTION

5.14.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.15 SPECIAL PROVISIONS

5.15.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 4**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this_____day of _____, 20_.

CONSULTANT:	**CLIENT:**
_____ **(Firm Name)**	**City of Edgerton, Kansas**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

2023 Street Preservation Program: Consist of maintenance activities generally located in the areas referenced in the list below and the accompanied map.

- East Martin Street (1st St to E 5th St)
- East McDonald Street (1st St to E 4th St)
- East 3rd Street (E Nelson St to End of Roadway)
- East 4th Street (End of Concrete to E McDonald St)
- East 5th Street (E Nelson St to E Martin St)

EXHIBIT 2

CITY OF EDGERTON, KS
INSURANCE REQUIREMENTS FOR DESIGN & CONSULTING SERVICES - 2020

Consultant shall procure and maintain at its sole cost and expense, the following insurance coverage for the duration of the project and for a period of at least two (2) years (five years for professional liability insurance) following termination of this agreement, with minimum acceptable limits as follows:

(1) COMMERCIAL GENERAL LIABILITY
$1,000,000 Per Occurrence
$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Endorsements or policy provisions that limit contractual liability are not acceptable. It shall also name City, it's officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsement CG 2010, or its equivalent, copies of which are required to be attached to the certificate of insurance.

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY
$100,000 Each Accident
$500,000 Policy Limit - Disease
$100,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Firms domiciled outside the state of Kansas must have "other states" coverage in effect.

(3) PROFESSIONAL LIABILITY / ERRORS & OMISSIONS
$1,000,000 Per Claim
$2,000,000 Aggregate

This coverage, shall apply to actual or alleged negligent wrongful acts, errors or omissions resulting in claim(s) for damages related to the work involving the operations of Consultant, and/or its sub-Consultant(s) if any are utilized in the completion of the work. If such policy is "claims-made" form, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work set forth in the Agreement. This insurance must be maintained and evidence of insurance must be provided for at least Five (5) years after termination of this Agreement. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting period" (tail) coverage for a minimum period representing at least Five (5) years after termination of this agreement.

(4) WAIVER OF SUBROGATION

Consultant, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, it's officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(5) CERTIFICATE OF INSURANCE

Prior to commencing the work, Consultant shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Consultant's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above. Should any of the above described policies be cancelled or non-renewed, the City shall first be provided 30 days prior written notice, except 10 days for non-payment of premium. This cancellation provision shall be indicated on the certificate of insurance. City also reserves the right to obtain copies of Consultant's policies to validate coverage in effect if certificates are ambiguous. Annually, Consultant agrees to provide a new/replacement formal certificate of insurance five (5) days prior to the expiration date. If any portion of the work is to be subcontracted, Consultant shall require that the subcontracted Consultant(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance acceptable to City evidencing same. Self-Insured retentions must be declared to and approved by City. If consultant is self-insured for any of the above coverages, such self-insurance must be approved by City, which may require written guarantees for payment of self insured
losses and related investigation, administration, and defense costs. And it must provide claims handling procedures acceptable to the City. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Consultant's obligations hereunder. And the fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Consultant shall notify City in writing as soon as possible after any occurrence that could potentially lead to any lawsuit and/or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

EXHIBIT 3

COST AND SCHEDULE

2023 Street Preservation Program - Chip Seal

	Description	Unit	Qty.	Unit Pricing	Total Cost
1	Mobilization	L.S.	1		
2	Chip Seal 3/8" Granite	S.Y.	11500		
3	Chip Seal Sweeping (Clean-up)	L.S.	2		
4	Traffic Control (All Remaining Areas)	L.S.	1		
5	Seed, Sodding, Fertilizer, Mulching (Perm)	L.S.	1		
6	Temporary Traffic Control	L.S.	1		
	Base Bid Total				

	Bid Alternate #1	Unit	Qty.	Unit Pricing	Total Cost
**	Pavement Markings, 4" Solid White Line (Paint-non thermo)	L.F.			
**	Pavement Markings, 6" Solid White Channelization Line (Paint-non thermo)	L.F.			
**	Pavement Markings, 12" Solid White Crosswalk Line (Paint-non thermo)	L.F.			
**	Pavement Markings, 24" Solid White Stop Line (Paint-non thermo)	L.F.			
**	Pavement Markings, Eradication	L.S.			
**	Bid Alternate #1 Total				

	Bid Alternate #1a	Unit	Qty.	Unit Pricing	Total Cost
**	Pavement Markings, 4" Solid White Line Thermoplastic	L.F.			
**	Pavement Markings, 6" Solid White Channelization Line Thermoplastic	L.F.			
**	Pavement Markings, 12" Solid White Crosswalk Line Thermoplastic	L.F.			
**	Pavement Markings, 24" Solid White Stop Line Thermoplastic	L.F.			
**	Pavement Markings, Handicap Symbol Preformed Thermoplastic	EA			
**	Pavement Markings, Eradication	L.S.			
**	Bid Alternate #1a Total				

EXHIBIT 4

SPECIAL PROVISIONS