

10 - GENERAL CONDITIONS (PRIVATE DEVELOPMENT)

10.1 DESCRIPTION

This section contains general information regarding the execution of construction projects within the limits of the City of Overland Park.

10.2 GENERAL

a. Insurance and Surety Requirements.

(1) Insurance Requirements in General. Unless otherwise specified, when insurance is required, the contractor shall secure and maintain or have maintained throughout the duration of the project, insurance of the type and in at least the amounts specified below to protect against all hazards or risks of loss as hereinafter specified whether such hazards or risks of loss be generated by the contractor or any of his subcontractors, or by anyone directly or indirectly employed by the contractor or his subcontractors. The contractor shall offer the City evidence of such insurance coverage and all renewals thereof in the form of the certificate of insurance provided by the City.

(2) Worker's Compensation and Employer's Liability. This insurance shall protect the contractor against all claims under applicable state Worker's Compensation laws. The contractor shall also be protected against claims for injury, disease, or death of employees that for any reason may not fall within the provisions of a Worker's Compensation law. The policy shall include Other States Coverage.

The liability limits shall not be less than the following:

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

(3) General Liability.

General Liability Insurance shall be provided including the following:

- (a) Commercial General Liability Form;
- (b) Premises and Operations;
- (c) Explosion, Underground & Collapse (certificate must confirm inclusion of "Blasting" coverage, if applicable);
- (d) Products & Completed Operations;
- (e) Broad Form Contractual;
- (f) Broad Form Property Damage;
- (g) Personal Injury;
- (h) Independent Contractors.

Minimum Limits Required:

Bodily Injury and Property Damage, Combined Single Limits:
\$500,000 each occurrence
\$1,000,000 aggregate

(4) Automobile Liability.

Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired, and/or non-owned vehicles.

Limits of liability protection required shall be no less than \$500,000 bodily injury/property damage combined single limit.

(5) Excess /Umbrella Liability.

Policy must include general liability and automobile liability and afford protection at least as broad as the underlying policies.

Bodily Injury and Property Damage, Combined Single Limits:
\$1,000,000 each occurrence
\$1,000,000 aggregate

Excess liability requirement may be modified or waived at the City's discretion upon written application to and approval by the City's risk manager. If the requirement is modified or waived, the risk manager shall place on file with the City his or her reasoning for such waiver or modification.

(6) Industry Rating.

Coverage will only be acceptable from an insurance carrier who offers proof that it:

- (a) Is authorized to do business in the state of Kansas;
- (b) Carries a Best's policyholder rating of A or better;
- (c) Carries at least a Class VIII financial rating; or
- (d) Is a company mutually agreed upon by the City and contractor.

(7) Surety Submission - Amount – Period.

The contractor shall submit cash, a letter of credit or a Performance and Maintenance Bond on all projects before beginning construction. The amount of the surety shall be for the full amount of the project. If surety is given in the form of a bond, it shall remain in effect for a period of two (2) years after the date of completion and acceptance. The contractor may deposit with the City's Director of Finance, Budget and Administration an irrevocable letter of credit from an acceptable financial institution payable to the City, collectible no later than two years from the date of issuance. If surety is given in the form of cash or a letter of credit, all remaining money and any interest accrued thereon shall be returned to the contractor two (2) years after the date of completion and acceptance of the project.

b. Precedence of Documents.

For Privately Funded projects, in case of conflict between the Documents, the following order of precedence shall govern, unless appealed to the City and approved:

- First: KDOT Standard Specification except for Division 105.6, if applicable
- Second: Overland Park Municipal Code
- Third: Overland Park Public Works Department's Standard Details
- Fourth: Design and Construction Standards Manual - City of Overland Park, Kansas
- Fifth: Project Plans
- Sixth: Project Standard Details
- Seventh: Project Specifications

Figure dimensions on Plans shall govern over scale dimensions, and detailed drawings shall govern over general drawings. In all cases, where a conflict is cited, the Engineer or the Owner's Representative shall be duly informed. The Engineer will notify the Contractor in writing should the above procedure be deviated from in any particular instance.

If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of the Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or an instructions of an Supplier, the Contractor shall not proceed with the work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by the City or the Owner; provided, however, that the Contractor shall not be liable to City for failure to report any such conflict error, ambiguity, or discrepancy unless the Contractor knew or reasonably should have known thereof.

c. Approved Plans with Revisions.

The Contractor shall maintain in a safe place at the site one approved copy with revisions of all drawings, specifications, addenda, written amendments, change orders, work change directives and written interpretations and clarifications in good order and annotated to show changes made during construction.

d. Site Administration.

The Contractor shall be responsible for all areas of the site used by him, by other contractors, and all Subcontractors in the performance of the Work. Contractor will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to City or others. Contractor has the right to exclude from the site all persons who have no purpose related to the Work or its inspection, and may require all persons on the site (except City's employees) to observe the same regulations as he requires of his employees.

e. Maintenance.

During a period of two years from and after the date of the final approval by the City of the work embraced by this contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, which in the judgment of the City shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor or his agent, the said Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, the City is hereby authorized to make such repairs at the Contractor's expense; provided, however, that in case of an emergency where in the judgment of the City delay would cause serious loss, hazard, or damage, repairs may be made without notice being sent to the Contractor; and the Contractor shall pay the cost thereof.

f. Bonds

The Contractor shall submit a performance and maintenance bond on all projects before beginning construction. The amount of the bonds shall be for the full amount of the project and shall remain in effect for a period of two years after the date of completion and acceptance.