



## Street Public Improvement Project Submittal Packet

### A. Plan Submittals

1. 3 – Sets Approved Street Plans, Signed & Sealed

### B. Document Submittals – All documents required upon submittal

1. Construction Inspection Agreement (signed by Developer)
2. Public Improvement Agreement (signed by Contractor)
  - a. Performance and Maintenance Bond
  - b. Statutory Bond (projects over \$100,000, filed with Johnson County District Court)
  - c. Certificate of Insurance (with City named as Additional Insured)
  - d. Certificate of Good Standing to Conduct Business in Kansas
  - e. Bid Proposal
3. Inspection Fees (4.5% of Construction Contract)
4. Street Sign Fees (paid to Traffic)

### C. Additional Submittal Documents (if applicable)

- Land Disturbance Permit Application, Fee and Abatement Bond
- For projects disturbing one acre or more, provide Notice of Intent (NOI) and SWPPP
- Easement documents:  
<http://www.olatheks.org/government/public-works/dedications-easements>

### D. Planning Items (to be completed prior to release for construction)

1. Final Plat submitted for recording
2. Excise fees paid

**INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED**

**CONSTRUCTION INSPECTION AGREEMENT  
FOR PRIVATELY FUNDED PUBLIC PROJECTS**

**PROJECT NAME:**

**DEVELOPER:**

**SANITARY SEWER PROJECT NUMBER:**

**STREET AND STORM SEWER PROJECT NUMBER:**

**WATERLINE PROJECT NUMBER:**

**STREET LIGHT PROJECT NUMBER:**

The undersigned Developer of the above-referenced project agrees, at the sole expense of the Developer, to construct and install, within two years from the date of approval by the City of Olathe ("City"), all public improvements associated with the aforementioned project as required by the City's *Technical Specifications and Design Criteria for Public Improvement Projects* and applicable policies and/or procedures ("Specifications"), conditions and stipulations set out in the approved site development plan, the City's *Unified Development Ordinance* ("UDO"), and this Agreement.

1. **Public Utilities.**

- A. If during construction of the improvements, it becomes apparent that additional easements must be granted, such easements must be provided or dedicated in accordance with Section 18.30.080 of the UDO, and must be established where practicable at the rear of each lot and along such other lot lines as to provide continuity of alignment from block to block.
- B. All utility distribution lines to be installed shall be placed underground within easements or dedicated public right-of-way.
- C. The installation of public utilities, and all costs related thereto, including, but not limited to, relocation of existing public or private utility lines, shall be the responsibility of the Developer.

2. **Other Improvements.** All work contemplated hereunder shall be completed in accordance with the plans approved by the City Engineer. Should other improvements not listed above be required to be made, or should those listed above need to be stated more clearly and accurately, then they will be set forth on an addendum marked Exhibit "A", attached hereto and incorporated by reference herewith as if fully set forth.

The Developer further agrees to provide the City with detailed plans for the project. Said plans shall be approved by the City Engineer prior to the start of construction. A contract shall be initiated between the Developer and a contractor to construct the project on the basis of the aforementioned City-approved plans. Before the start of the work, the City shall be presented a copy of the signed construction contract(s), this Construction Inspection Agreement for Privately Funded Public Projects ("Agreement") executed by the Developer, all certificates of insurance, a performance and maintenance bond, and a statutory bond as required by the City. Before construction is allowed to begin, the plat must be approved and submitted for recording, and excise taxes and fees, inspection fees and sign costs shall be paid by the Developer. The Developer's engineer shall be required to perform construction staking prior to the start of work in accordance with the approved construction drawings and shall perform periodic checks of all elevations of the project as construction progresses to ensure conformance with the construction drawings.

**Unless provided otherwise in City ordinances, Specifications, or regulations applicable to the project, the City and the Developer agree as follows:**

1. The City Engineer has been authorized by the City to ascertain that construction of all public facilities is equal to or exceeds the minimum construction standards as set forth in the Specifications. The project inspector shall act as a representative of the City Engineer and shall be responsible for ensuring that all work involving public improvements is in conformance with the the Specifications. The City Engineer shall have the sole responsibility to authorize any deviations from the Specifications and applicable policies or from the approved plans and/or construction drawings. The project inspector has the authority to reject defective or inferior materials or workmanship and work which is not fully in conformance with the Specifications. The project inspector is not authorized to alter provisions of the Specifications or to issue instructions contrary to the Specifications or to make any changes in the work without the consent of the City Engineer.
2. The acceptance of the project shall be documented by the issuance of a project completion certificate by the City. Said certificate shall be issued in accordance with the following:
  - A. A determination by the project inspector that the physical construction is complete in accordance with the approved plans and the requirements of the Specifications.
  - B. As-built drawings denoting all changes made to the project during the course of the work have been prepared by the Developer's Engineer and submitted to and verified by the project inspector.
  - C. Receipt of the entire inspection fee by the City from the Developer.
  - D. All required testing is complete and the specified results met.
  - E. All other applicable requirements in the City's ordinances and Specifications have been met.
3. The project inspector will not be required to work on Saturdays or City-observed holidays without the prior approval of the City Engineer. Requests for permission to work on City-observed holidays will be considered upon advance notification of a minimum of five (5) working days prior to the anticipated date of the work to be performed. Requests for permission to work on Saturday must be received by 3:00 p.m. on the Thursday preceding. Requests for permission to work on a project past 5:00 p.m. shall be made to the project inspector by 12:00 p.m. (noon) of that day. Work on Sundays will not be allowed under any circumstance.
4. The project inspector's regular work schedule consists of an eight-hour work day, 8:00 a.m. to 5:00 p.m. (one hour off for lunch), Monday through Friday. The Developer is responsible for providing compensation to the City for all inspection services that occur outside of the project inspector's regular work schedule. Compensation for inspections occurring on Saturdays and/or City-observed holidays will need to be received in advance. A four (4) hour minimum compensation is required for these inspections. Compensation for overtime inspections occurring Monday through Friday must be received within three (3) days of the service rendered. An hourly rate for overtime compensation will be established on an annual basis by the City Engineer.
5. All improvements shall be inspected during the course of construction by the City Engineer or a duly authorized representative. All costs in connection with such inspection shall be paid by the Developer (the "Inspection Fee"). The Inspection Fee will equal four and one half percent (4.5%) of the total construction cost paid to the Developer's contractor or contractors for the improvements made, including the original contract amount and all change orders. The Inspection Fee does not include the cost of overtime inspections. The initial Inspection Fee shall be determined by filing a copy of the signed contract between the Developer and its contractor(s) along with all associated change orders verifying contract cost adjustments with the City Engineer.

Payment of the initial Inspection Fee must be made to the City in the form of cash or a certified check and based on the original contract amount before construction is allowed to begin. The final inspection fee will be based upon the original contract amount plus all change orders made during the course of construction. The final Inspection Fee must be paid prior to final acceptance of the project by City.

6. If any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
7. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.
8. In executing this Agreement, the Developer represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and has the necessary corporate approvals to execute this Agreement, and perform the obligations described herein.
9. The provisions of this Agreement shall bind the Developer, its partners, successors, executors, administrators, and assigns.

IN WITNESS WHEREOF, the Developer has signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Company Name

Address \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Title

CITY ENGINEER:  
\_\_\_\_\_

## PUBLIC IMPROVEMENT AGREEMENT – CONTRACTOR

\_\_\_\_\_ (full name of contractor)  
“Contractor” hereby agrees to comply with the following conditions for performing public improvement work for Developer, and further agrees to construct and install the following public improvements in and/or adjacent to the following described subdivision or final development site plan in accordance with the City of Olathe (“City”) *Technical Specifications and Design Criteria Manual for Public Improvement Projects* and applicable policies and/or procedures (“Specifications”), conditions and stipulations set out in the approval of the site development plan, the City’s *Unified Development Ordinance (“UDO”)* and this Agreement.

Project Name: \_\_\_\_\_  
Developer: \_\_\_\_\_  
Sanitary Sewer Project Number: \_\_\_\_\_  
Street and Storm Sewer Project Number: \_\_\_\_\_  
Waterline Project Number: \_\_\_\_\_  
Street Light Project Number: \_\_\_\_\_

1. Time Period. All work must be completed and items related to the work must be installed within two (2) years of the date the project is approved for construction by the City Engineer, unless City Engineer notifies the Contractor in writing that the work and items shall be installed or finished within a shorter or longer time period.
  
2. Work to be Done. In the event that any item covered under this Agreement has not been installed, or City staff determines the item to be defective or in need of repair and replacement, then City staff shall provide notice to Contractor. Upon receipt of such notification, Contractor shall be allowed a period of not more than fourteen (14) working days in which to remedy any and all defects (the “Cure Period”). An extension may be approved in writing by City staff. If such action has not been taken within the Cure Period, or if such action fails to adequately remedy all defects as set out in the notice, then City staff may notify the Surety who issued the performance bond and maintenance bond to order such work to be done. If the amount needed for the work or items to be installed, cleaned, repaired, or replaced is determined to be less than \$200,000, at its discretion, City staff may direct such work to be done and assess all expenses against the Contractor. City has the right to obtain three bids for doing such work and the right to be reimbursed by the Surety and Contractor for the costs based upon the lowest responsible bid.
  
3. Bonds. Contractor shall provide a performance and maintenance bond and a Kansas statutory bond, in an approved form and equal to the amount of 100% of the construction cost based upon the bid tabulation sheet done for the improvement, to ensure the public improvements, landscaping, or other work required by the final development site plan will be installed, approved, paid for, and maintained after completion of the above-named project (**Exhibit A** – Performance and Maintenance Bond). A statutory bond is required when the construction proposal is over \$100,000. (**Exhibit B** – Statutory Bond).

The name of the Contractor on this Agreement, bonds, and certificate of insurance shall be identical.

4. Certificate of Insurance. For work to be done for public infrastructure within the existing public right-of-way or public easement, the undersigned shall provide a certificate of insurance naming the City of Olathe as additional insured (**Exhibit C** – Insurance Requirements & **Exhibit D** – Certificate of Insurance). Contractor shall indemnify, defend and hold harmless the City from and against any claims, damages, losses and expenses, arising out of or resulting from performance of the work done within the public right-of-way or public easement under this Agreement
  
5. Other Conditions. Contractor fully understands that:
  - A. The City Engineer has been authorized by the City to ascertain that all construction of public facilities is equal to or exceeds the minimum construction standards as set forth in the Specifications. The project inspector shall act as a representative of the City Engineer and shall be responsible for ensuring that all work involving public improvements is in conformance with the Specifications. The City Engineer shall have the sole responsibility to authorize any deviation from the Specifications or from the approved plans and/or construction drawings. The project inspector has the authority to reject defective or inferior materials or workmanship and work which is not fully in conformance with the Specifications. The project inspector is not authorized to alter provisions of the specifications or to issue instructions contrary to the specifications or to make any changes in the work without the consent of the City Engineer.
  
  - B. The acceptance of the project shall be documented by the issuance of a project completion certificate by the City. Said certificate shall be issued in accordance with the following:
    - (1) A determination by the City project inspector that the physical construction is complete in accordance with the contract drawings and the requirements of the Specifications.
  
    - (2) As-built drawings denoting all changes made to the project during the course of the work have been prepared by the Developer's engineer and submitted to and verified by the project inspector.
  
    - (3) Receipt of the entire inspection fee by the City from the Developer.
  
    - (4) All required testing is complete and the specified results met.
  
  - C. The project inspector will not be required to work on Saturdays or City-observed holidays without the prior approval of the City Engineer. Requests for permission to work on City-observed holidays will be considered upon advance notification of

a minimum of five (5) working days prior to the anticipated date of the work to be performed. Requests for permission to work on Saturday must be received by 3:00 p.m. on the Thursday preceding. Requests for permission to work on a project past 5:00 p.m. shall be made to the project inspector by 12:00 p.m. (noon) of that day. Work on Sundays will not be allowed under any circumstance.

- D. The project inspector's regular work schedule consists of an eight-hour work day, 8:00 a.m. to 5:00 p.m. (one hour off for lunch), Monday through Friday. The Developer is responsible for providing compensation to City for all inspection services that occur outside of the project inspector's regular work schedule. Compensation for inspections occurring on Saturdays and/or City-observed holidays will need to be received in advance. A four (4) hour minimum compensation is required for these inspections. Compensation for overtime inspections occurring Monday through Friday must be received within three (3) working days of the service rendered. An hourly rate for overtime compensation will be established on an annual basis by the City Engineer.
- E. All improvements shall be inspected during the course of construction by the City Engineer or a duly authorized representative. All costs in connection with such inspection shall be paid by the Developer (the "Inspection Fee"). The Inspection Fee will equal four and one-half percent (4.5%) of the total cost paid to the Contractor by Developer for the improvements made, including the original contract amount and all change orders. The Inspection Fee does not include the cost of overtime inspections. The initial Inspection Fee shall be determined by filing a copy of the contract proposal form between the Contractor and Developer along with all associated change orders verifying contract cost adjustments with the City Engineer. Payment of the initial Inspection Fee must be made to the City in the form of cash or a certified check based on the original contract amount before construction is allowed to begin. The final Inspection Fee will be based upon the original contract amount plus all change orders made during the course of construction. The final Inspection Fee must be paid prior to final acceptance of the Project by City.
- F. Contractor shall provide the City Engineer with a copy of its Certificate of Good Standing issued by the Kansas Secretary of State (**Exhibit E**). The name of the Contractor as set out in the Certificate of Good Standing shall be identical to the name set out in this Agreement, including all insurance certificates and bonds. If Contractor is a sole proprietor, then the name of the developer followed by the term "D.B.A." and the name of the business, if applicable, shall be listed on this Agreement, insurance certificate, and bonds.
- G. If any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- H. The provisions of this Agreement shall bind the undersigned, its partners, successors, executors, administrators, and assigns.
  - I. Contractor further agrees to provide City with detailed plans for the project. Said plans shall be approved by the City Engineer prior to the start of construction. Before the start of the work, City shall be presented a copy of the signed construction contract(s), this Agreement executed by the undersigned, all certificates of insurance, a performance and maintenance bond, and a statutory bond as required by the City. The Developer's Engineer shall be required to perform construction staking prior to the start of work in accordance with the approved construction drawings and shall perform periodic checks of all elevations of the project as the construction progresses to ensure conformance with the construction drawings.
  - J. Erosion control measures shall be installed to prevent migration of silt or other materials from the site. All disturbed areas will be temporarily seeded as required. The installation, construction, and design of the erosion control measures and seeding shall be in accordance with the Specifications.
  - K. Contractor shall provide the City Engineer with a copy of the accepted bid proposal for the public improvements (**Exhibit F**).
  - L. Should other improvements not listed in this contract be required or should those listed need to be stated more clearly and accurately, then they will be set forth on an addendum marked **Exhibit G**, attached hereto and incorporated by reference as if fully set forth herein.
6. Contractor agrees, at the sole expense of the Developer, to construct and install the following improvements within two (2) years from the date of approval by City of the aforementioned plans or as otherwise directed.

**CONTRACTOR SHALL CHECK THE WORK TO BE DONE:**

- A. Curbs and Gutter. No street shall be paved unless provisions are made for the concurrent installation of concrete curbing and guttering along each side-edge of the pavement. The installation, construction, and design of the curbs and gutter herein required shall be in accordance with the Specifications.

Sidewalks. Concrete sidewalks shall be installed in conformity with the provisions of Chapter 18.30.180 of the *UDO*. Required sidewalks shall be constructed for each premise prior to the issuance of a certificate of occupancy. The installation, construction, and design of the required sidewalks shall be in accordance with the Specifications.



Pavement.

1. All streets shall be paved with asphaltic concrete of a uniform thickness as required.
2. The installation, construction, and design of pavement as set forth in the approved plans shall be in accordance with the Specifications.

Street Signs. Metallic street name signs shall be erected on metallic posts on not less than two (2) corners of each intersection. It shall be the responsibility of the undersigned to order the installation of the signs from the City's Public Works Department prior to completion of the street improvement. The cost for the materials and labor involved for this work shall be determined by the Public Works Department. The type of sign, its location and its erection shall be in accordance with the provisions of the *Manual on Traffic Control Devices* to the extent applicable and must be acceptable to the City Engineer.

- B. Water Mains. Water mains shall be installed and constructed in such a manner that every lot or parcel of land shall be served by means of a connection within its own frontage. The installation, construction, and design of water mains shall be in accordance with the Specifications.

Fire Hydrants. Fire hydrants shall be installed and located at intervals of approximately \_\_\_\_\_\* feet in a manner permitting connection of a 10-foot to 20-foot, non-flexible steamer hose connection with a fire truck standing on the pavement. The installation, construction, and design of the hydrants shall be in accordance with the Specifications. \*As determined by the Fire Marshal.

- C. Sanitary Sewers. Sanitary sewers shall be installed and constructed in such a manner that every lot or parcel of land to be served thereby shall be served by means of a house connection within its own frontage. The installation, construction and design of the sanitary sewers shall be in accordance with the Specifications.

- D. Storm Sewers. A storm sewer system shall be constructed throughout the entire subdivision which shall be separate and independent of the sanitary sewer system and which shall provide an efficient outlet to an acceptable receiving watercourse. No street shall be paved unless provision is made for the concurrent installation and construction of storm sewers for the full length of the street pavement. The installation, construction and design of the storm sewers shall be in accordance with the Specifications.

- E. Public Utilities.
1. If during construction of the improvements, it becomes apparent that additional easements must be granted, such easements must be provided or

dedicated in accordance with Section 18.30.080 of the UDO, and must be established where practicable at the rear of each lot and along such other lot lines as to provide continuity of alignment from block to block.

2. All utility distribution lines to be installed shall be placed underground within easements or dedicated public right-of-way.
3. The installation of public utilities, and all costs related thereto, including, but not limited to, relocation of existing public or private utility lines, shall be the responsibility of the undersigned.
4. All street lights shall be constructed in accordance with the Specifications.

All work contemplated hereunder shall be completed in accordance with the plans approved by the City Engineer. Should other improvements not listed above be required to be made, or should those listed above need to be stated more clearly and/or accurately, then they will be set forth on an addendum marked **Exhibit G**, attached hereto and incorporated by reference as if fully set forth herein as if fully set forth.

**IN WITNESS WHEREOF**, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Email Address

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Title

CITY OF OLATHE, KANSAS

By \_\_\_\_\_  
City Engineer

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**EXHIBIT A**

Bond No. \_\_\_\_\_

**PERFORMANCE AND MAINTENANCE BOND  
City of Olathe, Kansas**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as  
Sureties, are held and firmly bound unto the City of Olathe, a municipal corporation of the state of Kansas,  
in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which  
sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors  
and assigns, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH THAT:

WHEREAS, the said \_\_\_\_\_ has been  
given permission by the City Engineer, to construct \_\_\_\_\_  
\_\_\_\_\_, Project Number \_\_\_\_\_.

NOW THEREFORE, if the said \_\_\_\_\_ shall  
construct or cause to be constructed and completed the entire improvement in accordance with  
specifications used by the City of Olathe for like improvements, and to the lines and grades shown on the  
plans, all to be done subject to the approval and acceptance of the City Engineer of said City of Olathe,  
and shall construct said improvement with such materials and in such manner that the same shall endure  
without need of any repairs for a period of two (2) years from and after the completion of said  
improvement and acceptance thereof; and if said improvement shall endure without the need of repairs  
for the period of two (2) years from and after the completion and acceptance thereof as aforesaid, then  
this obligations shall be void; otherwise to be in full force and effect.

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Street, City, State, Zip

\_\_\_\_\_  
Phone Number

Approved as to amount of bond:

By \_\_\_\_\_  
City Engineer

Attorney-in-Fact, Power of Attorney, Attached  
Surety \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Street, City, State, Zip

\_\_\_\_\_  
Phone Number

**EXHIBIT B**

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas, as "Surety", are held and firmly bound unto the State of Kansas, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded CONTRACTOR has, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into the Public Improvement Agreement with the City of Olathe, Kansas, for the construction of the public improvements described in the attached contract documents.

NOW, THEREFORE, if the CONTRACTOR and his SUBCONTRACTORS shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in, or about the construction or making of, public improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that the Surety agrees that any person to whom there is due any sum for supplies, materials, or labor, as herein before stated, or his assigns, may bring an action on this bond for the recovery of the indebtedness; PROVIDED, that no action shall be brought on the bond after six (6) months from the completion of the public improvements.

IN TESTIMONY WHEREOF, the CONTRACTOR has hereunto set his hand, and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized to do so at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

By \_\_\_\_\_  
State Representative

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of bond).

## EXHIBIT C

### INSURANCE REQUIREMENTS

- A.** Contractor / Developer shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be the responsibility of the Contractor / Developer.
- B.** Contractor / Developer shall maintain the following coverages and minimum limits.
1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million.
  3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000.
  4. Coverage Limits. Coverage limits for General Liability exposures may be met by a combination of primary and umbrella policy limits.
  5. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor / Developer nor has the City assessed the risk that may be applicable to Contractor / Developer. Contractor / Developer shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Contractor / Developer's insurance shall be primary and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Contractor / Developer.
- C.** Additional Insured. The insurance policy must be endorsed to name the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor / Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D.** Verification of Coverage.
1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City.
  2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
  3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate



attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Contractor / Developer.

4. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.
- 
- E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Contractor / Developer has provided thirty (30) days' advance written notice to the City.
  - F. Sub-Contractor / Developers. All coverages for sub-Contractor / Developers shall be subject to all of the requirements stated herein.

**EXHIBIT D**

**CERTIFICATE OF INSURANCE**

**EXHIBIT E**  
**CERTIFICATE OF GOOD STANDING**

**EXHIBIT F**  
**BID PROPOSAL**

**EXHIBIT G (If Needed)**

**ADDENDUM**