



City of Kansas City, Missouri
Public Works Department
Sherri McIntyre, P.E., Director

- Contract File**
- Finance**
- Contractor**
- Surety**
- City Clerk**
- Grant Agency**
- Project Manager**
- CM/Inspector**
- Design Professional**
- _____

Project Manual

PROJECT NO. 89005561

**BROADWAY BOULEVARD BRIDGE
OVER 30TH STREET**

BIDDER/ADDRESS

Company	_____
Contact	_____
Address	_____

Phone & Fax	_____
Email	_____

Project Manager: James Wang, P.E.
Telephone: 816-513-7622
Email: James.Wang@kcmo.org



CERTIFICATION PAGE

Project Number: 89005561

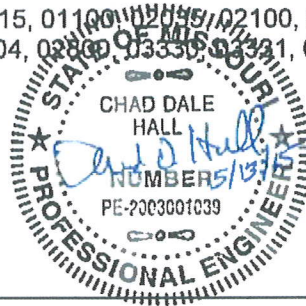
Project Title: Broadway Bridge over 30th Street

I am responsible for the following specifications and drawings:

Drawings: G01, G03-G04A,
G11-G19, C01-C16

Specifications: 00005, 00015, 01100, 02095, 02100, 02300,
02700, 02704, 02800, 03330, 03331, 03700,
03800

Chad Dale Hall, P.E.
HDR Engineering, Inc.



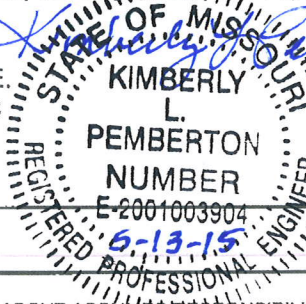
(SEAL)

I am responsible for the following specifications and drawings:

Drawings: G02, G05-G10,
G20-G28

Specifications: 01015, 01300, 01310, 01330, 01400, 01510,
01515, 01590, 01720, 01740, 02225, 02280,
02301, 02310, 02315, 02330, 02335, 02630,
02740, 02745, 02760, 02765, 02770, 02775,
02930

Kimberly L. Pemberton, P.E.
TREKK Design Group, LLC



(SEAL)

EACH PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS ABOVE ASSUMES RESPONSIBILITY IN THESE BIDDING DOCUMENTS ONLY FOR WHAT IS LISTED ABOVE AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE SIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.



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INVITATION TO BID

Project No.: 89005561

Project Title: Broadway Boulevard Bridge over 30th Street

The **General Services Department** of Kansas City, Missouri will receive sealed Bids until 2:00 PM, on **Tuesday, June 9, 2015** at City Hall, 414 East 12th Street, First Floor, Room 102W, Kansas City, Missouri, 64106, for **Project No. 89005561 – Broadway Boulevard Bridge over 30th Street**. Bids will be opened after that time at the same location.

City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are **(15%)** MBE participation and **(7%)** WBE participation.

Bidding Documents will be available online to all interested parties at the Kansas City, Missouri Plan Room, <http://www.kcmoplanroom.org>. All addenda will be posted at this location. Any document or plan may be viewed or downloaded from this location.

Forward all questions in writing to the following Project Manager and Contract Administrator.

James Wang, P.E.
Project Manager
Parks and Recreation Department
4600 East 63rd Street
Kansas City, MO 64130
816-513-7622 Phone

E-mail: James.Wang@kcmo.org

George H. Goodale, CPPO, M.P.A.
Contract Administrator
General Services Procurement
1st Floor, Room 102W, City Hall, 414 E. 12th St
Kansas City, MO 64106
816-513-0808 Phone
816-513-2812 Fax

E-mail: George.Goodale@kcmo.org

View all procurement and contracting opportunities at <http://www.kcmo.gov>



INSTRUCTIONS TO BIDDERS

Project No.: 89005561

Project Title: Broadway Boulevard Bridge over 30th Street

1. Sealed Bids for **Project No. 89005561 – Broadway Boulevard Bridge over 30th Street** will be received by the ***General Services Department***, at City Hall, 414 East 12th Street, First Floor, Room 102W, Kansas City, Missouri, 64106, until 2:00 P.M., **Tuesday, June 9, 2015**, at which time bidding will be closed.

- a. All Bids will be opened and read aloud. The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.
- b. All Bids shall be addressed to the Director of Public Works Department, shall state on the outside of the sealed Bid envelope “Bid Enclosed”, title and Project number, and shall be deposited in the locked Bid box. All Bids must comply with the Bidding Requirements of Kansas City, Missouri (CITY).

2. Consideration of Bids

- a. The City will determine the lowest and best Bid. The City may reject any or all bids. If the City rejects all Bids, the City may: (1) resolicit Bids following the City’s normal solicitation procedure; or (2) solicit Bids only from those Bidders that submitted a Bid pursuant to the original solicitation; or (3) use an expedited Bid submission schedule with or without readvertising or issuing any other public notice when the City determines that the delay from the normal City solicitation procedure would not be in the City's best interests.
- b. Alternates. If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest and best Bid. In determining lowest and best Bid, the City may include the Alternates in any combination and in any order or priority or choose none of the Alternates. The City may make this determination at any time after Bid Closing and prior to Contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, City may add any or all of the Alternates to the Contract by change order.

3. Evidence of Competency to Perform. Each bidder shall furnish with the bid satisfactory evidence of Bidder’s competency to perform the proposed work. Such evidence of competency shall consist of the following:

- a. Completed Form 00410.01 Experience Reference Summary for similar projects performed within the past 5 years including reference information.
- b. Identify the following Key Personnel proposed for the Project. (**NOTE:** Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)
 - (1) GC Project Manager
 - (2) On-Site Field Superintendent

- (3) QC/QA Manager
- (4) Safety Officer
- c. Discuss generally the tasks involved in the Project.
- d. Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project.
- e. Summary of the Project Safety Plan for the Project.
 - (1) Describe how Bidder proposes to address any unique safety issues for the Project
 - (2) Describe your safety record and environmental compliance record along with your Firm's OSHA reportable accident rates on recent comparable size projects
 - (3) Statement of Bidder's Experience Modification Ratio (EMR)
- f. Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
- g. Summary of Bidder's Quality Assurance/Quality Control Plan for this project
- h. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- i. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal, state or local DBE/MBE/WBE Program and any damages assessed; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Program requirements have been met.
- j. Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.
- k. Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- l. Statement of Bidder's litigation and/or arbitration history over the past five (5) years including final ruling.
- m. Statement of Bidder's bond history over the past five (5) years including any incidences of failure to perform.
- n. MBE / WBE past project performance and compliance with participation goals in comparable size commercial projects

4. Waiver of Bid Requirements The City Manager or his delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's Code of Ordinances when it finds failure to grant the waiver will result in an increased cost to the City and the waived requirement would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate.

5. Late Bids Bids and modifications of Bids received after the exact hour and date specified for receipt will not be considered unless: (1) the Bid is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the Bid will be delivered to the City prior to the submission deadline; or (2) if the Bid is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due solely to an error by the U.S Postal Service, common carrier or contract

carrier; or (3) the Bid is timely delivered to the City but is at a different City location than that specified in this IFB; or (4) the City extends the time after the deadline for a force majeure event that could potentially affect any or all Bidders meeting the deadline.

6. Interpretations and Addenda All questions about the meaning or intent of the Bidding Documents may be directed to the Project Manager listed at the end of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

7. Bid Security Requirements All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid the City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer.

8. Forfeiture of Security If a Bidder fails or refuses to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages.

9. Mistake in Bid Security By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. When such a mistake occurs and a Bidder fails or refuses to correct the mistake or execute the Contract when requested by the City, any Bid security shall be forfeited to the City and the Bidder shall also be subject to debarment and damages.

10. Bids that Exceed the Engineer's Estimate The City may offer the apparent lowest and best Bidders the option of performing the Work for the Engineer's estimate for the Project with no changes to the Bid requirements or scope of the Project if the Bid is not more than five percent higher than the Engineer's estimate.

11. Post Bid Required Submissions The successful Bidder will be required to submit the following documents with the signed copies of the Bid Form/Contract or within the timeframes specified in the Notice of Intent to Contract letter. Copies of the City's forms that the successful Bidder will be required to sign are bound into this Project Manual for information:

- a. Properly signed, dated, and sealed **Performance and Maintenance Bond and Payment Bond**;
- b. Properly completed certificates of insurance;
- c. Copies of licenses required by the City to do the Work;
- d. A copy of CONTRACTOR's current Certificate of Good Standing or Fictitious Name Registration from the Missouri Secretary of State, or other acceptable proof; and

12. Indemnification – City of Kansas City. The contract documents contains a requirement that Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

13. City's Buy American and Missouri Preference Policies It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in

the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

14. Affirmative Action It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. Bidder will be required to comply with the City's Affirmative Action ordinance if Bidder is awarded a contract from the City totaling more than \$300,000.00. If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website at www.kcmo.gov.

15. Tax Clearance Bidder will be required to furnish to CITY sufficient proof from City's Commissioner of Revenue, verifying that Bidder is in compliance with the license and tax ordinances administered by City's Revenue Division as a precondition to CITY making its first payment under any CONTRACT over \$150,000.00. Bidder will also be required to obtain proof of City tax compliance from all of its Subcontractors prior to the Subcontractors performing any Work.

16. Substitutions or "Or-Equal" Items The procedure for submission of substitutions or "or-equal" items is set forth in the General Conditions and Supplementary Conditions.

17. Prevailing Wage Requirements The successful Bidder shall pay the prevailing hourly rate of wages as determined by the Missouri Annual Wage Order and/or Federal Wage Determination set forth in the Project Manual. In case of a conflict between Missouri and Federal wage rates, the higher rate shall apply.

Successful Bidder shall be required to use City's Internet web based Prevailing Wage Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Prevailing Wage Reporting System for all applicable personnel and shall require subcontractors to submit same.

18. MBE/WBE Program Requirements City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are (15%) MBE participation and (7%) WBE participation. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.gov. Please call the Human Relations Department at (816) 513-1836 for assistance.

Successful Bidder shall be required to use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided MBE/WBE Program Reporting System for all applicable personnel and shall require subcontractors/subconsultants to submit same.

19. Waiver of MBE/WBE Requirements The City Council may waive any and all MBE/WBE requirements imposed by any Bidding Document or the MBE/WBE Ordinance and Contract with the lowest and best Bidder if the City Council determines a waiver is in the best interests of the City.

20. Forfeiture of Bid Bond for Failure to Make MBE/WBE Submissions By submitting its Bid, Bidder is agreeing to the following: (1) Bidder has made by Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; or Bidder will continue to make during the 48 hours after Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; and (2) Bidder will timely submit its 00450 HRD Construction Contractor Utilization Plan/Request for Waiver (HRD Form 8) and 00450.01 Letter of Intent to Subcontract for each MBE/WBE listed on the 00450 HRD Construction Contractor Utilization Plan/Request for Waiver; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder being debarred and forfeiting its Bid Bond.

21. Workforce Program Requirements. City desires that minorities and women have a maximum opportunity to practice their trades on city construction projects. The minimum company-wide goals are a ten percent (10%) minority workforce and two percent (2%) women workforce. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

Successful Bidder shall be required to use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Workforce Program Reporting System for all applicable personnel and shall require subcontractors to submit same.

22. On-Site Inspection The Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety.

23. Signatures Each copy of the Bid Form/Contract must be signed and properly dated by the following, as applicable:

Limited Liability Company:

- a member of the limited liability Company authorized to sign on behalf of the company.

Partnership:

- a partner authorized to sign on behalf of the partnership.

Sole Proprietor:

- the proprietor.

Joint Venture:

- the parties to the Joint Venture authorized to sign on behalf of each party to the Joint Venture, or a person authorized by each party to the Joint Venture to sign on behalf of all parties to the Joint Venture.

Corporation:

- a corporate office authorized to sign on behalf of the corporation. Corporation's seal must be attached to the signature.

24. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than Five (5) days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

James Wang, P.E.
Project Manager
Parks and Recreation Department
4600 East 63rd Street
Kansas City, MO 64130
816-513-7622 Phone

E-mail: James.Wang@kcmo.org

George H. Goodale, CPPO, M.P.A.
Contract Administrator
General Services Procurement
1st Floor, Room 102W, City Hall, 414 E. 12th St
Kansas City, MO 64106
816-513-0808 Phone
816-513-2812 Fax

E-mail: George.Goodale@kcmo.org



For persons with disabilities needing reasonable accommodations please contact Meg Conger at 816-513-6589. If you need to use the Relay Service, please dial 711.

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

BID FORM/CONTRACT

Project No.: 89005561

Project Title: Broadway Boulevard Bridge over 30th Street

1. Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the construction of the proposed Work, including Laws and Regulations and the availability of materials and supplies, agrees, if this Bid is selected by CITY, this Bid Form/Contract will become the Contract between Bidder and CITY for Bidder to furnish all labor and materials, equipment and services necessary for the proper completion of the Work in accordance with the Contract Documents, including general construction work at the price(s) stated below, which stated sums include fees and all other charges applicable to materials, appliances, labor and all things subject to and upon which other charges may be levied.
2. Bidder agrees the Contract Documents will comprise the entire agreement between CITY and Bidder. The Contract Documents are identified in the General Conditions and are incorporated into and made part hereof this Bid Form/Contract by reference.
3. Bidder agrees that if this Bid Form/Contract is executed by CITY, Bidder's offer is accepted and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties. Bidder authorizes the CITY to fill in the Contract Price on this Bid Form/Contract in accordance with Bidder's Bid. Bidder agrees that this Bid Form/Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Bid Form/Contract and all of which, when taken together, will be deemed to constitute one and the same Bid Form/Contract. This Bid Form/Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Bid Form/Contract and shall be acceptable in a court of law. A copy of this Bid Form/Contract shall constitute an original and shall be acceptable in a court of law.
4. The Bid Price(s) shall be shown in numeric figures only.
TOTAL BASE BID IN NUMERIC FIGURES \$ _____
5. The undersigned Bidder has given CITY'S Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Project Manager or by the DESIGN PROFESSIONAL is acceptable to Bidder.
6. The undersigned Bidder agrees that this Bid shall remain subject to selection by CITY, and may not be withdrawn for ninety (90) days after the day Bids are opened.
7. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.
8. Form 00412 Unit Prices contains prices included in the Base Bid, and is incorporated into this Bid. Form must be completed and returned with this Bid.

Bidder: _____

9. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum Number	Dated	Addendum Number	Dated
(_____)	(_____)	(_____)	(_____)
(_____)	(_____)	(_____)	(_____)
(_____)	(_____)	(_____)	(_____)
(_____)	(_____)	(_____)	(_____)
(_____)	(_____)	(_____)	(_____)
(_____)	(_____)	(_____)	(_____)
(_____)	(_____)	(_____)	(_____)

10. By submitting its bid, Bidder is agreeing to meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with the City, or request a waiver of the goals. If a waiver is requested, Bidder must establish good faith efforts towards meeting the goals as set forth in the HRD Instructions for Construction Contracts and the City’s Workforce Ordinance. Should Bidder fail to meet or exceed the minimum employment goals or otherwise establish that Bidder is entitled to a waiver under circumstances in which Bidder has previously failed to meet or exceed the goals on one or more occasions with the twenty-four month period immediately preceding the completion of the Work under this Bid Form/Contract, Bidder may be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period ranging from thirty days to six months as further specified in the Contract Documents.

11. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in the General Conditions as incorporated by reference into this Bid Form/Contract.

12. Section 13 through Section 17 constitutes the Affidavit of Intended Utilization required to be submitted by Bidders.

13. By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 HRD 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 HRD 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

PROJECT GOALS: _____% MBE _____% WBE _____% DBE

BIDDER PARTICIPATION: _____% MBE _____% WBE _____% DBE

Bidder: _____

14. To the best of Bidder's knowledge, the following are names of certified MBEs and/or WBEs with whom Bidder, or Bidder's subcontractors, presently intend to contract with if awarded the Contract on the above project: **(All firms must currently be certified by Kansas City, Missouri Human Relations Department)**

A. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

B. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

C. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

D. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

E. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

F. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

15. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening those MBE/WBE subcontractors with dollar amounts and scopes of work, which apply to or exceed the MBE/WBE goals for the Project on the **00450 HRD 08 Contractor Utilization Plan/Request for Waiver**.

Bidder: _____

16. Bidder agrees that failure to meet or exceed the MBE/WBE Goals for the above project will require the Director of Human Relations to recommend disapproval of the bid unless the Director of Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions for Construction Projects and the City's MBE/WBE Ordinance.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: (Specify) _____

BIDDER

Legal name & address of Bidder, person firm, partnership, corporation, or association submitting Bid:

 Phone No: _____
 Cell No: _____
 Facsimile No: _____
 Bidder's E-Mail: _____

 Federal ID. No. _____

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

(Attach corporate seal if applicable)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

Bidder: _____

ACCEPTANCE OF BID

CITY, by executing this Bid Form/Contract, hereby accepts Bidder's Bid and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the Parties.

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents a maximum amount of _____ Dollars, (\$ _____). The Contract Price includes:

00412 Unit Prices, included in the Bid, a copy of which is attached

By executing this Bid Form/Contract, CITY accepts Bidder's offer for the Contract Price stated above and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties

City of Kansas City, Missouri (OWNER or City)

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)



EXPERIENCE AND REFERENCE SUMMARY

Project Number: _____

Project Title: _____

Firm's Legal Name	
Mailing Address	
Contact – Name & Email	
Contact – Phone & Fax	

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.				
2.				
3.				
4				
5				
6				
7				
9				
10				

**UNIT PRICES**Project Number 89005561 Contract Number _____Project Title Broadway Bridge over 30th Street**NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.**

Item No.	Unit	Quantity	Item Description:	Unit Price	Extension
1	LS	1	Mobilization		
2	LS	1	Surveying and Staking		
3	LS	1	Office for Engineer		
4	STA	2.5	Class 2 Linear Grading		
5	SY	715	Cold Mill (3" or Less)		
6	SY	2020	2" Type 5-01 Asphalt Surface Course		
7	SY	1304	10" Type 1 Asphalt Base Course		
8	SY	1304	6" Aggregate for Base (Type 5)		
9	LF	1330	Type 1 Curb & Gutter, CG-1		
10	LF	523	Type A Gutter (MoDOT Std.)		
11	SY	55	Concrete Median, 3"		
12	LS	1	Removals		
13	LS	1	Signing		
14	LF	2110	4" Solid Yellow Thermoplastic Pavement Marking		
15	LF	393	4" Solid White Thermoplastic Pavement Marking		
16	LF	215	8" Solid White Thermoplastic Pavement Marking		
17	LF	62	12" Solid White Thermoplastic Pavement Marking		
18	LF	122	24" Solid White Embedded Preformed Type 1 Tape		
19	LS	1	Seeding, Type A		
20	SY	535	4" Concrete Sidewalk		
21	SF	5626	Removal of Asphalt Wearing Surface		
22	LF	130	Curb Removal		
23	LF	445.4	Safety Barrier Curb		
24	SF	470.4	Raised Median Barrier		
25	SF	220	Substructure Repair (Unformed)		
26	SF	190	Repairing Concrete Deck (Half-Soling)		
27	LF	75	Epoxy Pressure Injection		
28	SY	422.5	Total Surface Hydrodemolition with Vacuum System		
29	LS	1	Protective Coating - Concrete Bents and Piers (Epoxy)		
30	LS	1	Concrete and Masonry Protection System		
31	LS	1	Sacrificial Graffiti Protection System		
32	SY	359.3	Waterproofing Membrane		
33	LS	1	Temporary Shoring		
34	SY	422.5	Silica Fume Overlay (5")		
35	SF	893.3	Limestone Facing		

36	LS	1	Corrosion Protection System		
37	SY	400.6	Moment Slab		
38	SY	692.3	Asphalt Surface Course - 6"		
39	LF	140	Conduit (2" PVC)		
40	LF	580	Conduit (2" HDPE TR)		
41	LF	20	Conduit (2" RGS STR MTD)		
42	LF	160	Cable (3C#2)		
43	LF	660	Cable (3C#8)		
44	LF	180	Cable (3C310)		
45	EA	1	Combined Power Supply Lighting Controller		
46	EA	1	Type 1 Precast Junction Box		
47	SET	3	Type AT 30' MH Pole w/ 250 Watt HPS Luminaire		
48	EA	1	100 Watt Wallpack		
49	LF	234	15" Class III Reinforced Concrete Pipe		
50	LF	705	48" Class III Reinforced Concrete Pipe		
51	EA	1	48" Concrete Flared End Section		
52	CY	3331	Class III Excavation Pipe		
53	EA	3	5'x3' KCMO Type 1 Curb Inlet		
54	CY	1	3'x3' KCMO Gutter Inlet		
55	EA	2	4'x4' KCMO Gutter Inlet		
56	EA	1	6'x7' KCMO Field Inlet		
57	EA	1	4' DIA. KCMO Manhole		
58	EA	4	6'x6' KCMO Junction Box		
59	EA	2	6'x7' KCMO Junction Box		
60	EA	4	Manhole Ring and Cover, Type R3		
61	EA	10	Manhole Ring and Cover, Type R4		
62	CY	506	Class III Excavation Structures		
63	CY	32	Rip Rap, Furnishing & Placing		
64	CY	36	Grouted Rip Rap, Furnishing and Placing		
65	LS	1	Removals		
66	LS	1	Traffic Control		
			Total Unit Prices: (LAST PAGE ONLY)		TOTAL \$

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.



BID BOND

Project No.: 89005561

Project Title: Broadway Boulevard Bridge over 30th Street

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS: That _____ of _____, as Principal, and _____ as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, as Obligee, in the sum of

_____ Dollars (\$ _____),
lawful money of the United States.

WHEREAS, Principal is herewith submitting its Bid to enter into a contract with Kansas City for the above referenced project,

NOW, THEREFORE the condition of this obligation is such that if the Principal is awarded the contract the Principal will, within the time required, enter into a contract and give a good and sufficient surety bonds to secure the performance of the terms and conditions of the contract and for the prompt payment of all labor and material furnished in the prosecution thereof as required by the contract documents, then this obligation shall be void; otherwise the Principal and Surety will immediately pay unto the Obligee the full amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation, but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered this _____ day of _____.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

I hereby certify that I have authority to execute this document on behalf of Bidder and Principal.

By: _____

Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: _____

Title: _____

Date: _____

(Attach seal and Power of Attorney)

**HRD INSTRUCTIONS
FOR CONSTRUCTION CONTRACTS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 3-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction contract may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract that may be awarded pursuant to these bid specifications. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Bidder submits a bid of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this contract are set forth elsewhere in the bid specifications.
- B. These Human Relations Department ("HRD") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the contract work to the extent of the goals listed for the contract and to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the Bid that a Bidder objectively demonstrate to the City that good faith efforts have been made to meet the Goals. Bidders must attempt to meet both the MBE and WBE goals and request a waiver if either is not met.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
1. Contractor Utilization Plan/Request for Waiver (HRD Form 8); and
 2. Letter of Intent to Subcontract (HRD Form 00450.01); and
 3. Timetable for MBE/WBE Utilization (HRD Form 10); and
 4. Request for Modification or Substitution (HRD Form 11); and
 5. Contractor Affidavit for Final Payment (Form 01290.14); and
 6. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Bidder's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified before the date on which the bid is due and the MBE/WBE firm must have filed an application for certification no later than forty-five (45) days prior to the Invitation for Bid. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Bidder submits a bid, Bidder should contact HRD and consult the directory to make sure any firm proposed for

use for MBE/WBE participation has been certified.

II. Required Submissions Following Bid Opening.

A. Bidder must submit the following documents within forty-eight (48) hours of bid opening:

1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Bidder's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
 - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
 - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
 - c. An automatic request for waiver in the event Bidder has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Bidder's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Bidder has made good faith efforts to obtain MBE/WBE participation.
2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

III. Required Submission when Requested by City.

A. Bidder must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

IV. Required Monthly Submissions during term of Contract.

A. Bidder must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

V. Required Submittals for Final Contract Payment.

A. Contractor must submit the following documents with its request for final payment under the contract:

1. **Contractor Affidavit for Final Payment (Form 01290.14)**

2. Subcontractor Affidavit(s) for Final Payment (Form 01290.15)

VI. Additional Submittals.

- A. Contractor may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section IX, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

VII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a qualified MBE or WBE, except as otherwise expressly provided for herein.
 2. Twenty-five percent (25%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a qualified MBE or WBE.
 3. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a qualified MBE or WBE.
 4. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a qualified MBE or WBE.
 5. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. An MBE or WBE prime contractor's own participation in its contract with City; and
 4. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 5. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

VIII. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.

- A. A bidder is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Bidder actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Bidder submits a Contractor Utilization Plan, in other words, within 48 hours of bid opening.

Warning: Efforts to obtain MBE and/or WBE participation made after a Contractor Utilization Plan is submitted cannot be used to show the Bidder made good faith efforts.

B. In evaluating good faith efforts, the Director of HRD will consider whether the Bidder has performed the following, along with any other relevant factors:

1. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow MBE and WBE firms to participate effectively.
2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow MBE and WBE firms to participate effectively.
3. Sent written notices, by certified mail or facsimile, to qualified MBEs and WBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Bidder should send letters by certified mail or facsimile to those MBE/WBE contractors identified by HRD listed in those categories, which are in those subcontractors' scope of work. The portion of work for which a proposal from an MBE/WBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
5. Requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
6. Conferred with qualified MBEs and WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
7. Attempted to negotiate in good faith with qualified MBEs and WBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with MBE/WBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - a. Names, addresses and telephone numbers of MBE/WBEs that were contacted and date of contact;
 - b. The information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed by them;
 - c. The reasons no agreement was reached with any MBE/WBE, including the basis for any Bid rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to MBE/WBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.
8. Within five (5) working days after drawing the bid specifications, sent certified letters,

verifiable e-mails or proof of facsimiles to qualified MBEs and WBEs listed in the M/W/DBE Kansas City Mo. Online Directory.

- C. A Bidder will be required to give the City documentation to prove that it made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

IX. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.

A. After bid opening, a Bidder or Contractor may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Bidder or Contractor must file a **Request for Modification or Substitution (HRD Form 11)** prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary. The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

1. The Director finds that the Bidder or Contractor made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; AND
2. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
 - g. The Bidder or Contractor has not attempted intentionally to evade the requirements of the Program and it is in the best interests of the City to allow a modification or substitution.

B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

X. Appeals.

A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board on the following:

1. The grant or denial of a Request for Waiver;

2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 4. Liquidated Damages;
 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Bidder or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Bidder's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XI. Access to Documents and Records.

- A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) days of the date of the written request.
- B. All Bidders agree to cooperate with the contracting department and HRD in studies and surveys regarding the MBE/WBE program.

XII. Miscellaneous.

- A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the lowest and best bidder if the City Council determines a waiver is in the best interests of the City.
- E. The Director may grant extensions of time to Bidders to submit Letters of Intent to Subcontract (HRD Form 00450.01).

XIII. Liquidated Damages – MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor

acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$324,000.00.)

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$324,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the bidder achieves at least twice the minimum participation. The successful bidder may meet these company-wide goals by counting the bidder's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. These Human Relations Department ("HRD") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Contractor's job sites to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed the construction employment goals to receive approval from HRD, a Bidder not doing so is required to objectively demonstrate to HRD that good faith efforts have been made.
- C. The following HRD Forms are to be used for Construction Employment Program submittals:
 1. Project Workforce Monthly Report (HRD Form 00485.02)
 2. Company-Wide Workforce Monthly Report (HRD Form 00485.03)

II. Required Monthly Submissions during Term of Contract.

- A. Bidder must submit the following documents on a monthly basis if awarded the contract:
 1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Contractor's own workforce compliance data with regard to the City's construction contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Contractor on the City's construction contract.

Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Contractor's own workforce compliance data with regard to every contract (both privately and publicly funded) Contractor has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Contractor on every contract Contractor has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III. Submittal Required for Final Contract Payment.

- A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final payment will be made and/or retainage released. Contractor shall note the submittal of the final reports by notation in the box entitled "Final Cumulative Report"

IV. Methods for Securing Workforce Participation and Good Faith Efforts.

- A. A bidder is required to make good faith efforts to achieve the construction employment goals. If a Bidder will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a bidder must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will examine the Bidder's request and the Bidder's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Bidder has made good faith efforts to secure minority and female participation.
- B. In evaluating good faith efforts, the Director will consider whether the Bidder has performed the following:
 1. For those bidders that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
 - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and

- d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
 - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
 - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those bidders that are signatories to collective bargaining agreements with organized labor:
- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full time career in the construction industry; and
 - b. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
 - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
 - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
 - v. the JATC partner with workforce preparedness programs, community based organizations, employment referral programs and school-sponsored programs to accomplish these goals.
 - c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of

achieving sufficient annual hours to qualify for applicable benefits; and

- d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - e. To the extent the good faith efforts applicable to bidders that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the bidder in order to comply with the relevant bargaining agreement, the bidder shall substitute other procedures as may be approved by the Director in writing.
- C. A Bidder will be required to give the City documentation to prove that it made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

V. Appeals.

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
 - 1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
 - 2. Recommendations by the Director to assess liquidated damages;
 - 3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the recommendation or determination. The appeal shall state with specificity why the Bidder or Contractor believes the recommendation or determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Bidder's or Contractor's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of HRD which could have been timely appealed.

VI. Access to Documents and Records.

- A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each bidder further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Bidders agree to cooperate with the contracting department and HRD in studies and surveys regarding the construction employment program.

VII. Miscellaneous.

- A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. The successful bidder may be required to meet with the Director of HRD or the

Director's designee for the purpose of discussing the construction employment program, the bidder's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.

- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

VIII. Liquidated Damages; Suspension – Workforce Program.

- A. If Contractor fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, in order to liquidate those damages, City shall be entitled to deduct and withhold the following amounts:

If Contractor failed to meet or exceed the minimum employment goals or otherwise establish that Contractor is entitled to a waiver under circumstances in which Contractor has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of three thousand dollars (\$3,000.00).

If Contractor failed to meet or exceed the minimum employment goals or otherwise establish that Contractor is entitled to a waiver under circumstances in which Contractor has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of seven thousand dollars (\$7,000.00).

- B. In addition, Contractor shall be required to attend mandatory compliance training or be declared ineligible to contract with the City for a term provided herein, and as authorized by City's Code of Ordinances:

If Contractor failed to meet or exceed the minimum employment goals or otherwise establish that Contractor is entitled to a waiver under circumstances in which Contractor has not previously failed to meet or exceed the goals within the twenty-four month period immediately preceding the completion of the work under the Contract, Contractor shall be required to attend a mandatory training class on Workforce Program compliance.

If Contractor failed to meet or exceed the minimum employment goals or otherwise establish that Contractor is entitled to a waiver under circumstances in which Contractor has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, Contractor shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of thirty (30) days. Contractor waives any right to invoke any proceeding or procedure under Section 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.

If Contractor failed to meet or exceed the minimum employment goals or otherwise establish that Contractor is entitled to a waiver under circumstances in which Contractor has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, Contractor shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of six (6) months. Contractor waives any right to invoke any proceeding or procedure under Section 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.

IX. First Source Program

- A. The City has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants residing in Kansas City, Missouri. While the contractor awarded a City construction contract is not prohibited from hiring persons residing outside Kansas City, Missouri, the recruiting resource provided for herein (the "First Source Program") must be utilized by the contractor subject to the construction employment goals as set forth in this **PART B, CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**.
- B. The City utilizes the services of the Full Employment Council, Inc., to administer the First Source Program. The contractor shall contact the Full Employment Council within 48 hours of contract award, regardless of whether the contractor has any hiring needs at that time, and within 48 hours following any job vacancy which the contractor reasonably anticipates filling during the term of the City construction contract. The contractor shall comply with the First Source Program requirements as implemented by the Full Employment Council unless otherwise excused in writing by the Director of HRD for good cause shown. To ensure compliance with the First Source Program, the contractor shall contact those persons at the Full Employment Council responsible for administering the program, which may be identified by visiting their website at www.feckc.org and clicking on the link for KCMO First Source Hiring Program. The contractor shall not hire any individual to provide construction services on a City construction contract unless the contractor has met the requirements of the First Source Program.
- C. The contractor shall require that its subcontractors utilize the First Source Program to the same extent that the contractor is required to do so, and shall incorporate the requirements of this Section IX into every subcontract. Every subcontractor shall be required to contact the Full Employment Council within 48 hours of subcontract award, regardless of whether the subcontractor has any hiring needs at that time, and within 48 hours following any job vacancy which the subcontractor reasonably anticipates filling during the term of their subcontract on a City construction project.

- b. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- c. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

(List additional M/WBEs, if any, on additional page and attach to this form)

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public



LETTER OF INTENT TO SUBCONTRACT

Project Number _____

Project Title _____

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“M/W/DBE Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

for an estimated amount of \$_____ or _____% of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor’s knowledge, currently certified with the City of Kansas City’s Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Signature: Prime Contractor

Signature: M/W/DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date



REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	_____ % MBE	_____ % WBE
Contractor Utilization Plan:	_____ % MBE	_____ % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. ____ A substitution of the certified MBE/WBE firm _____,
(Name of new firm)
 to perform _____,
(Scope of work to be performed by new firm)

for the MBE/WBE firm _____ which is currently
(Name of old firm)
 listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
 perform the following scope of work: _____.
(Scope of work of old firm)

b. ____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from
 _____ % MBE _____ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

TO

_____ % MBE _____ % WBE *(Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)*

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

- ___ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- ___ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- ___ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- ___ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



HRD Request for Modification or Substitution Approval

Date: _____
 To: _____, Human Relations Department
 From: _____, _____ Department
 Subject: Contract/Project No.: _____
 Project Title: _____

<input type="checkbox"/> Amendment No. _____ <input type="checkbox"/> Change Order No. _____ (See Contract Summary on the next page.) <input checked="" type="checkbox"/>	
Funding: <input type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) ¹ <input type="checkbox"/> State (DBE) ¹ - Grant _____ <input type="checkbox"/> Other: _____	
Contract Category: <input type="checkbox"/> Construction <input type="checkbox"/> General Service <input type="checkbox"/> Facility Repair <input type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Other: _____	
Company: Contact: Contact Email:	Address: Phone: Fax:
Additional Information:	

cc: Project Manager

FOR HUMAN RELATIONS DEPARTMENT USE ONLY	
The attached <u>Request for Modification or Substitution</u> is:	
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	The Request for Best Faith Efforts Waiver is: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation as Amended: _____% MBE & _____% WBE or _____% DBE	
_____ Human Relations Department	_____ Date

FOR GRANTING AGENCY USE ONLY² <input type="checkbox"/> N/A	
Approved by: _____	
_____ Date	

¹ DBE Programs apply to specific federal or state grant requirements.

² Federal and state grant agreements may require granting agency approval of D/M/WBE participation changes.

CONTRACT SUMMARY³

Approved CUP:

_____ % MBE
_____ % WBE
_____ % DBE

Original Contract Maximum Obligation: \$ _____
Amendment/Change Order No. 1: _____
Amendment/Change Order No. 2: _____
Amendment/Change Order No. 3: _____
Amendment/Change Order No. 4: _____
Amendment/Change Order No. 5: _____

Current Maximum Obligation: \$ _____

*Proposed Amendment/
Change Order No. _____* \$ _____

*Proposed Revised
Contract Maximum Obligation* \$ _____

Attach a copy of the most recent 00485.01 M/WBE Monthly Utilization Report

³ The CONTRACT SUMMARY information should match information and calculations gathered and computed on the Contract Amendment or Change Order Preparation Checklist. The Checklist forms are found on Contract Central.



HRD Contractor Utilization Plan Approval

Date: _____
 To: _____, Human Relations Department
 From: _____, _____ Department
 Subject: Contract/Project No.: _____
 Project Title: _____

Funding: <input type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) ¹ <input type="checkbox"/> State (DBE) ¹ - Grant _____ <input type="checkbox"/> Other: _____	
Contract Category: <input type="checkbox"/> Construction <input type="checkbox"/> General Service <input type="checkbox"/> Facility Repair <input type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Other:	
Bid/Proposal Closing Date: 00/00/00	No. of Bidders/Proposers: 00
Recommended Bid/Proposal²: \$ _____	
Company: Contact: Contact Email:	Address: Phone: Fax:
Additional Information: 	

cc: Project Manager

FOR HUMAN RELATIONS DEPARTMENT USE ONLY	
The attached Contractor Utilization Plan is:	
<input type="checkbox"/> Approved	The Request for Best Faith Efforts Waiver is:
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: _____% MBE & _____% WBE or _____% DBE	
Human Relations Department	Date

FOR GRANTING AGENCY USE ONLY³ <input type="checkbox"/> N/A	
Approved by: _____	
	Date _____

¹ DBE Programs apply to specific federal or state grant requirements.

² The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.

³ Federal and state grant agreements may require granting agency approval of contract goals.

HRD MONTHLY REPORTING INSTRUCTIONS

M/WBE Monthly Utilization Report Instructions

1. MBE/WBE Reporting applies to Contracts that have approved MBE/WBE goals assigned.
2. The City will utilize a web based MBE/WBE Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Consultants/Subcontractors and Subconsultants to enter data and report on compliance.

Prevailing Wage Certified Payroll Report Instructions

1. Prevailing Wage Certified Payroll Report applies to Contracts that include Prevailing Wage or Davis Bacon Provisions.
2. This web based application database is provided by City for reporting certified payrolls and other related prevailing wage data.
3. Computer Requirements: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - a. Computer Operation System: Windows XP, Windows Vista, or Windows 7
 - b. Web Browser: Google Chrome
 - c. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
4. City will assist Contractor in providing training of personnel and Subcontractor's personnel.
5. Contractor and Subcontractors shall have the responsibility for visiting the web site and entering data in on timely basis, and as necessary to be in compliance with Prevailing Wage Requirements included in their contracts.

Workforce Monthly Report Instructions

1. Workforce Monthly Reporting only applies to Construction Contracts greater than \$300,000 and greater than 800 projected labor hours.
2. The City will utilize a web based Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Subcontractors to enter data and report on Workforce compliance.



Pre Contract Bidder's Certification

Project Number _____

Project Title _____

STATE OF _____)
) SS
COUNTY OF _____)

Before me, the undersigned authority, personally appeared, who, being by me duly sworn deposed as follows:

I am authorized to make this affidavit on behalf of the named Bidder. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

A. Bidder is current on payment of its Federal and State Income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which Bidder has its principal office; and

B. Bidder declares one of the following, regarding all work performed two (2) years immediately preceding the date of the Bid (check one):

Contract by contract listing of all of Bidder's written notices of violations of any Federal or State prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder (Complete and attach additional sheets if necessary):

1. _____

2. _____

3. _____

There have been no written notices of violations of any Federal or State prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder.

C. Bidder is currently in good standing with the Missouri Secretary of State or Bidder has filed a Registration of Fictitious Name with the Missouri Secretary of State.

(Bidder's Name)

(Date)

Signature of Person Making This Affidavit

In witness whereof, I have hereunto subscribed my name and affixed my official seal this ____ day
of _____, 20__.



CONTRACT REQUIRED SUBMISSIONS

Project/Contract Number _____

Project/Contract Title/Description _____

These instructions are to assist Contractor in providing all necessary documents to enter into a contract with the City.

MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

- For a corporation, current Certificate of Good Standing from the Missouri Secretary of State ((816) 889-2925 or (816) 889-2926 or a web site print-out, dated no more than ninety (90) days before the date furnished to the City – One Copy.
- For a business that is not a corporation and not doing business in the exact name of the proprietor, a copy from the Secretary of State, ((816) 889-2925 or (816) 889-2926 of the filed Registration of Fictitious Name dated no more than ninety (90) days before the date furnished to the City – One Copy.

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT [Required if the contract exceeds \$5,000.00]

- 00515.01 Employee Eligibility Verification Affidavit – One Executed Affidavit
- First and last pages of the E-Verify Program Memorandum of Understanding that your company has received from the U.S. Department of Homeland Security verifying enrollment in the program. For assistance, contact E-Verify Operations at 888-464-4218 – One Copy.

SUBCONTRACTORS LISTING [Applicable form provided]

- Non-Construction Subcontractors List – One Copy
- 01290.09 Subcontractors & Major Material Suppliers List – One Copy

PAYMENT BONDS (If applicable)

- Each copy of the Payment bond must be signed and properly dated by the following, as applicable:

Corporation - A corporate officer authorized to sign on behalf of the corporation and the signature must be attested by a witness to the signature; OR

Limited Liability Company - A member of the limited liability company authorized to sign on behalf of the company and a witness to the signature must attest the signature; OR

Partnership - A partner authorized to sign on behalf of the partnership and the signature must be attested by a witness to the signature; OR

Sole Proprietor - By the proprietor and the signature must be attested by a witness to the signature; OR

Joint Venture - The parties to the Joint Venture authorized to sign on behalf of each party to the Joint Venture, or a person authorized by each party to the Joint Venture to sign on behalf of all parties to the Joint Venture; AND

Surety - A person authorized by the Surety to sign on behalf of the Surety. A power of attorney issued by the Surety Company authorizing its representative to sign the Agreement must be attached to the Agreement and each copy.

PERFORMANCE AND MAINTENANCE BOND (If applicable)

- As applicable, each copy of the Performance and Maintenance bond must be signed and properly dated by:

Corporation - A corporate officer authorized to sign on behalf of the corporation and the signature must be attested by a witness to the signature; OR

Limited Liability Company - A member of the limited liability company authorized to sign on behalf of the company and a witness to the signature must attest the signature; OR

Partnership - A partner authorized to sign on behalf of the partnership and the signature must be attested by a witness to the signature; OR

Sole Proprietor - By the proprietor and the signature must be attested by a witness to the signature; OR

Joint Venture - The parties to the Joint Venture authorized to sign on behalf of each party to the Joint Venture, or a person authorized by each party to the Joint Venture to sign on behalf of all parties to the Joint Venture; AND

Surety - A person authorized by the Surety to sign on behalf of the Surety. A power of attorney issued by the Surety Company authorizing its representative to sign the Agreement must be attached to the Agreement and each copy.

CERTIFICATES OF INSURANCE [Sample form provided] - If you have any questions regarding requirements for insurance certificates, please contact the City's Risk Management Office, 816 513-1299.

- Provide a certificate of insurance for all insurance that may be required in the contract such as:
 - Commercial General Liability
 - Workers' Compensation and Employers' Liability
 - Commercial Automobile Liability
 - Railroad Protective Liability
 - Environmental Liability
 - Asbestos Liability
 - Longshoremen's Insurance
 - Property Insurance
- List the NAIC Number (National Association of Insurance Commissioners) or A.M. Best Number for each Insurer listed on the Certificate of Insurance.
- Certificate "Kansas City, Missouri" must named as an Additional Insured.
- Check the insurance requirements of the Contract. If Contract Documents require that other entities be included as additional insureds, each entity shall be listed on the certificate(s).
- Description of Operations must include Project/Contract Number and Project/Contract Title/Description as contained in the Contract Documents. The Certificate Holder and address block shall be completed as follows:
 - Kansas City, Missouri
 - [Name of applicable City Department]**
 - [Name of Contract Administrator, Buyer, or Project Manager]**
 - [Department Address]**
 - Kansas City, Missouri **[Zip Code]**
- If your insurance agent prepares an ACORD form, the automobile insurance must be "any auto" or better for acceptance by the City.

AFFIRMATIVE ACTION REQUIREMENTS

- Proposed Affirmative Action Program or a copy of a Certificate of Affirmative Action Compliance – One copy.

PRE-CONTRACT BIDDER'S CERTIFICATION (Prevailing Wage Contracts; Form provided)

- Submit form 00490 - Bidder's Pre-Contract Certification (provided).

HEALTH AND SAFETY PLAN (If applicable)

- Bidder's Health and Safety Plan – One copy or one CD Rom.

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity’s enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission expires:



MISSOURI DEPARTMENT OF REVENUE
 CUSTOMER SERVICES DIVISION
PROJECT EXEMPTION CERTIFICATE

FORM
5060
 (REV. 1-2008)

**TO BE GIVEN TO
 YOUR CONTRACTOR**

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE		MISSOURI TAX EXEMPTION NUMBER	
---	--	-------------------------------	--

ADDRESS	CITY	STATE	ZIP
---------	------	-------	-----

BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER
------------------------	---------------------------	----------------

DESCRIPTION OF PROJECT

PROJECT LOCATION	EXPIRATION DATE
------------------	-----------------

THIS EXEMPTION DOES NOT APPLY TO THE PURCHASE OR RENTAL OF MACHINERY, EQUIPMENT, OR TOOLS BY THE CONTRACTOR OR SUB-CONTRACTOR.

Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.

EXEMPT ENTITY'S AUTHORIZED SIGNATURE	DATE
--------------------------------------	------

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo. I also declare under penalties of perjury that I employ no illegal or unauthorized aliens as defined under federal law and that I am not eligible for any tax exemption, credit or abatement if I employ such aliens.

NAME OF PURCHASING CONTRACTOR

ADDRESS	CITY	STATE	ZIP
---------	------	-------	-----

Contractors present this to your supplier in order to purchase the necessary materials tax exempt.

NOTE: COMPLETE AND SIGN BOTTOM PORTION IF EXTENDING CERTIFICATE TO YOUR SUBCONTRACTOR.

NAME OF PURCHASING SUBCONTRACTOR

ADDRESS	CITY	STATE	ZIP
---------	------	-------	-----

SIGNATURE OF CONTRACTOR	DATE
-------------------------	------

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY
414 E 12TH ST 3RD FLOOR
KANSAS CITY MO 64106

Missouri Tax ID
Number: 12490466

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.



PERFORMANCE AND MAINTENANCE BOND

Project Number _____

Project Title _____

KNOW ALL MEN BY THESE PRESENTS: That _____, as PRINCIPAL (CONTRACTOR), and _____, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for _____ which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, and including any maintenance requirements contained therein, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to, liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the ____ day of _____, 20__.

CONTRACTOR

Name, address and facsimile number of Contractor

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A-, V, or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)



PAYMENT BOND

Project Number _____

Project Title _____

KNOW ALL MEN BY THESE PRESENTS: That _____, as PRINCIPAL (CONTRACTOR), and _____, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for _____, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, if CONTRACTOR shall defend, indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of OWNER to the use for such party. OWNER shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Jackson, Clay or Platte County, Missouri, or in the United States District Court for the Western District of Missouri.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 20_____.

CONTRACTOR

Name, address and facsimile number of Contractor

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and(4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CONTRACTOR NAME AND ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ABC INSURANCE COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER E :	
		NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	POLICY NUMBER	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	1/1/2012	Limit; Deductible Limit; Deductible Limit; Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No. [Title]. Certholder (City) and (Design Professional) and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

CERTIFICATE HOLDER City of Kansas City, Missouri [Department] [Address] Kansas City, MO [Zip]	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



AUTHORIZATION TO RELEASE A REVENUE CLEARANCE LETTER

Revenue Division
414 East 12th Street, 2nd floor, Room 202 W
Kansas City, MO 64106 Phone (816) 513-1135 Fax (816) 513-1077 email: revenue@kcmo.org

I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:

Name of Taxpayer: _____ Tax I.D.# _____
(PRINT)

Address: _____

Check this box and the City will send the Clearance Letter to you or the contractor designated.

I authorize the City to provide a copy of the Taxpayer's Revenue Clearance Letter to the following:

NAME <i>(PRINT)</i>	BUSINESS NAME	TITLE
ADDRESS	CITY, STATE, ZIP CODE	
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments and to publish on the City's internet/intranet website that the Taxpayer is in compliance with the tax ordinances administered by the City's Commissioner of Revenue.

Please send my 1st Revenue Clearance Letter to: _____
(Print Name of City Department/Contact Person/E-mail/Fax Number)

This authorization shall expire one (1) year from the date of the signature.

The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including federal, state, or local including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

I hereby certify that I am the Taxpayer named herein or that I have the authority to execute this authorization and hold harmless agreement on behalf of the Taxpayer.

NAME <i>(PRINT)</i>	TITLE <i>(IF APPLICABLE)</i>	
SIGNATURE	PHONE NUMBER	DATE

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL



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ARTICLE 1 DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. Addenda - Written or graphic instruments issued prior to the opening of Bids that clarify, correct or change the Bidding Requirements or the Contract Documents.

2. Agreement—The written Contract between CITY and CONTRACTOR governing the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

3. Application for Payment—The form accepted by CITY's Representative which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. Asbestos - Any material that contains more than one percent (1%) Asbestos and is friable or is releasing Asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. Bid- The offer or proposal of the Bidder submitted on the Bid Form/Contract setting forth the prices for the Work to be performed. A Bidder's Bid becomes a Contract with CITY if the CITY executes the Bid Form/Contract submitted by Bidder. If the CITY executes the Bid Form/Contract submitted by Bidder, the term "Bidder" shall mean CONTRACTOR.

6. Bidder- One who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a bid to a Bidder. If the CITY executes the Bid Form/Contract submitted by Bidder, the term "Bidder" shall mean CONTRACTOR in both the Bidding Documents and Contract Documents unless the context clearly indicates otherwise.

7. Bidding Documents- The advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form/Contract, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

8. Bidding Requirements- The advertisement or invitation to bid, Instructions to Bidders, Bid security, and the Bid Form/Contract with any supplements.

9. Bonds- Payment Bond and Performance and Maintenance Bond and other instruments of security.

10. Calendar Day- Any day shown on the calendar, including Saturdays, Sundays, and holidays.

11. Change Order- A written document issued by CITY that authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract.

12. CITY/OWNER- Kansas City, Missouri, a constitutionally chartered municipal corporation, with which CONTRACTOR has entered into the Contract and for whom the Work is to be provided.

13. CITY's Representative- Person or agency designated to act for the Director as provided in these Contract Documents.

14. Consultant- Person, firm or corporation having a contract with CITY or DESIGN PROFESSIONAL to furnish services as an independent professional associate or Consultant with respect to the Project and who's identified as such in the Supplementary Conditions.

The Consultant(s) is identified and their seals affixed on the Certification Page(s). The certifications describe the respective responsibilities for the Drawings and Specifications prepared by the Consultant(s) and are incorporated into this Contract.

15. Contract- The entire and integrated written agreement between CITY and CONTRACTOR concerning the Work that incorporates all Contract Documents. The Bid Form/Contract submitted by Bidder is the Contract between CITY and CONTRACTOR upon execution by CITY. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

16. Contract Documents- The Contract Documents establish the rights and obligations of the parties and include the Contract, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid Form/Contract (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Intent to Contract), the HRD Construction Project Instructions, the Contractor's Utilization Plan/Request for Waiver, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Project Manual and the certification page(s) of the DESIGN PROFESSIONAL and Consultant(s), together with approved project baseline schedule and amendments thereto and all Written Amendments, Change Orders, Work Change Directives, and DESIGN PROFESSIONAL's written interpretations and clarifications issued on or after the Effective Date of the Contract, and approved Shop Drawings. Reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this Paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by CITY to CONTRACTOR are not Contract Documents, except project schedules submitted by CONTRACTOR and approved by CITY.

17. Contract Price- The money payable by CITY to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement.

18. Contract Times- The number of days or the dates stated in the Supplementary Conditions: (a) to achieve Substantial Completion, and (b) to complete the Work so that it is ready for final payment as evidenced by CITY's Representative's written recommendation of final payment.

19. CONTRACTOR- The person, firm, partnership, company, corporation or association licensed or otherwise authorized by law to do business in Missouri, with whom CITY has entered into the Agreement.

20. Day- Shall constitute a Calendar Day.

21. DESIGN PROFESSIONAL- Architect, Engineer or other licensed professional who is either employed by or has contracted with CITY to serve in a design capacity and whose Consultants, members, partners, employees or agents have prepared and sealed the Drawings and Specifications.

The DESIGN PROFESSIONAL(s) is identified and their seals affixed on the Certification Page(s). The certifications describe the respective responsibilities for the Drawings and Specifications prepared by the DESIGN PROFESSIONAL and are incorporated into this Contract.

22. DESIGN PROFESSIONAL's Project Representative- The authorized representative of DESIGN PROFESSIONAL who may be assigned to the Site or any part thereof.

23. Director- The term Director shall mean the duly appointed executive officer of a department of City who is empowered by the City Charter or by the City Council to enter into a contract on behalf of City, or to grant a permit for improvements to land owned by City. A Director is authorized to delegate this authority to a City employee so designated in writing.

24. Drawings- The drawings which graphically show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared by DESIGN PROFESSIONAL and are included in the Contract Documents. Shop Drawings are not Drawings as so defined.

25. Effective Date of the Contract- The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is fully executed by CITY.

26. General Requirements- Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

27. Hazardous Environmental Condition- The presence at the Site of Asbestos, Lead-Based Paint, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

28. Hazardous Waste- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. Laws or Regulations- Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

30. Lead-Based Paint- Any paint, varnish, stain, or other applied coating that has one (1) mg or more of lead per square centimeter. The terms "leaded paint" and "lead-containing paint" are synonymous with Lead-Based Paint.

31. Liens- Liens, charges, security interests or encumbrances upon real property or personal property.

32. Milestone- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

33. Notice of Intent to Contract- The written notice by CITY to the apparent successful Bidder stating that upon compliance by that apparent successful Bidder with the conditions in the Bid Documents enumerated, within the time specified, and upon enactment of an appropriate ordinance or resolution, CITY will sign and deliver the Contract.

34. Notice to Proceed- A written notice given by CITY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

35. Partial Utilization- Use by CITY of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

36. PCBs- Polychlorinated biphenyls.

37. Petroleum- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

38. Project- The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

39. Project Manual- The documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual may be issued in one or more volumes and is contained in the table(s) of contents.

40. Radioactive Material- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

41. Samples- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

42. Shop Drawings- All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

43. Site- Lands or areas indicated in the Contract Documents as being furnished by CITY upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CITY which are designated for the use of CONTRACTOR.

44. Specifications- Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

45. Subcontractor- Any individual, firm, partnership, company, corporation or association licensed or otherwise authorized by law to do business in Missouri, to whom CONTRACTOR, with written notification to CITY, has entered into an agreement to perform a part of the Work.

46. Substantial Completion- When Work (or a specified part thereof) has progressed to the point where, in the opinion of DESIGN PROFESSIONAL as evidenced by DESIGN PROFESSIONAL's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

47. Supplementary Conditions- The part of the Contract Documents which amends and/or supplements these General Conditions.

48. Supplier- A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated into the Work by CONTRACTOR or any Subcontractor.

49. Underground Facilities- All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. Unit Price Work- Work to be paid for on the basis of unit prices.

51. Work- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor, and furnishing and incorporating material and equipment into the construction, and furnishing documents, all as required by the Contract Documents.

52. Work Change Directive- A written directive to CONTRACTOR, issued on or after the Effective Date of the Contract, signed by CITY and recommended by DESIGN PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed, or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or

documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

53. Work Day - Any day during which the CONTRACTOR is able to work a period of six (6) hours or more. Days that are not Work Days are days during which the CONTRACTOR is unable to work for a period of six (6) hours by reason of strikes, boycotts, labor disputes, embargoes, unusual delays in transportation or shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which CONTRACTOR is not responsible or which is not within its control. Saturdays, Sundays, and holidays on which the CONTRACTOR's forces engage in Work requiring the presence of an inspector, will be considered as Work Days.

54. Written Amendment- A written statement modifying the Contract Documents, signed by CITY and CONTRACTOR on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of DESIGN PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to DESIGN PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.08 or any other provision of the Contract Documents.

B. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CITY 's Representative's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

C. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

D. Unless stated otherwise in the Contract Documents, words and phrases which have a well-known technical or construction industry or trade meanings are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. CONTRACTOR shall deliver to CITY such Bonds as CONTRACTOR may be required to furnish.

2.02 Evidence of Insurance

A. CONTRACTOR shall deliver to CITY certificates of insurance or other evidence of insurance that CITY may request, which CONTRACTOR is required to purchase and maintain in accordance with Article 5 or any other applicable provision in the Contract Documents.

2.03 Copies of Documents

A. CITY shall furnish to CONTRACTOR one (1) copy of the Drawings and Specifications, including addenda.

2.04 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the date indicated in the Notice to Proceed.

2.05 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run, unless otherwise indicated in the Notice to Proceed.

2.06 Before Starting Construction

A. CONTRACTOR's Review of Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to DESIGN PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from DESIGN PROFESSIONAL before proceeding with any Work affected thereby. CONTRACTOR shall not be liable to CITY or DESIGN PROFESSIONAL for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

B. Preliminary Schedules: Within ten (10) days after the Effective Date of the Contract, or on such later date as CITY's Representative shall provide in writing, CONTRACTOR shall submit to CITY's Representative for review:

1. Preliminary Project Schedule: CONTRACTOR shall submit a proposed project schedule for CITY's acceptance. The proposed project schedule shall include a detailed and comprehensive construction schedule utilizing a critical path method diagram network that (a) shows all major procurement and construction elements and phases of the Project; (b) breaks down each element or phase by trade; (c) shows early and late starts so that all float time will be accurately identified; (d) all other activities necessary for the timely completion of the Project in accordance with the scheduled dates for Substantial and Final Completion; and (e) highlights the project's critical path. CITY's acceptance is expressly limited to CITY's acknowledgement that, based upon CITY's limited review, the dates of Substantial

Completion and Milestone dates are acceptable. After final acceptance of the preliminary project schedule by the CITY, it shall be considered the project baseline schedule pursuant to Paragraph 2.07(B).

2. Preliminary schedule of Shop Drawings and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal; and

3. Preliminary 01290.02 Schedule of Values for all of the Work which will include quantities and prices of items which when added together equals the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. Preconstruction Conference: Before any Work at the Site may be started, a conference attended by CONTRACTOR, DESIGN PROFESSIONAL and others, as appropriate, will be scheduled by CITY's Representative to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.06 B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records, Claims process, dispute resolution or any other applicable provisions of the Contract Documents.

2.07 Acceptable Schedules

A. Acceptable schedule: The Contractor shall update and submit to the CITY for review the preliminary schedule within seven (7) Calendar Days after the Notice to Proceed.

1. The CITY shall review and make any necessary comments and/or adjustments to the updated preliminary schedule. The Contractor shall incorporate the CITY's comments and resubmit the updated preliminary schedule within seven (7) Calendar Days from receipt of the CITY's comments.

B. Project Baseline Schedule: The accepted updated preliminary schedule shall be considered the project baseline schedule and shall be used by the CONTRACTOR for planning, scheduling, managing, and executing the Work. The project baseline schedule shall not be changed without the written consent of CITY. The project baseline schedule may be further modified by the Supplemental Conditions.

C. CONTRACTOR's schedule of values will be acceptable to CITY's Representative as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 CONTRACT DOCUMENTS : INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents comprise the entire Contract between CITY and CONTRACTOR concerning the Work.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for at no additional cost to CITY. Clarifications and interpretations of the Contract Documents shall be issued by DESIGN PROFESSIONAL as provided in Paragraph 9.03.

C. Correlation and intent of documents: The Drawings and Specifications are intended to supplement each other. Any Work shown on the Drawings and not mentioned in the Specifications (or vice versa) shall be as binding and shall be completed the same as if mentioned or shown on both. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Change Orders and Written Amendments
2. Project Baseline Schedule Requirements
3. Approved Shop Drawings
4. Addenda, with those of later date having precedence over those of earlier date
5. The Supplementary Conditions
6. The General Conditions
7. Drawings and Specifications

D. In the case of an inconsistency between Drawings and Specifications, the requirements of the Specifications shall govern. If Drawings are in conflict, larger scale details shall govern over smaller or no-scale Drawings. If Specification sections are in conflict with each other, the conflict shall be resolved by DESIGN PROFESSIONAL in accordance with reasonable interpretation of such documents.

E. The general character of the detailed Work is shown on the Drawings, but minor modifications may be made in the full size or scale details. Where the word "similar" occurs on the Drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to the other parts of the Work. Where on any Drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work. Where ornaments or other details are indicated by starting only, such details shall be continued throughout the courses or parts in which they occur and shall also apply to all other similar parts in the Work, unless otherwise indicated.

3.02 Reference to Standards and Specifications of Technical Societies

A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the date of CONTRACTOR's proposal if there are no Bids), except as may be otherwise specifically stated in the Contract Documents.

1. No provision of any such standard, specification, manual, code or instruction of Supplier shall be effective to change the duties or responsibilities of CITY, CONTRACTOR or DESIGN PROFESSIONAL, or any of their Subcontractors, Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY or DESIGN PROFESSIONAL or any of their Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies: 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 any Laws or Regulations applicable to the performance of the Work or of any standard, specification, manual, code or any instruction of any Supplier referred to in Paragraph 6.07, CONTRACTOR shall report it immediately to DESIGN PROFESSIONAL in writing. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by Paragraph 6.17) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to CITY or DESIGN PROFESSIONAL for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies. The provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the performance of the Work.

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. a Written Amendment or
2. a Change Order (pursuant to Article 10), whether pursuant to a Work Change Directive or otherwise.

B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways

1. DESIGN PROFESSIONAL's approval of a Shop Drawing or Sample (pursuant to Paragraph 6.18), or
2. DESIGN PROFESSIONAL's written interpretation or clarification (pursuant to Paragraph 9.03).

3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under this Contract:

1. shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of DESIGN PROFESSIONAL or Consultant, and
2. shall not reuse any of such Drawings, Specifications, other documents or copies thereof on extensions of the Project or any other project without written consent of CITY, and of DESIGN PROFESSIONAL or Consultant, as applicable, and specific written verification or adaptation by DESIGN PROFESSIONAL or Consultant.

This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. CITY shall furnish the Site. CITY shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by CITY, unless otherwise provided in the Contract Documents. If CONTRACTOR and CITY are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times or both as a result of any delay in CITY's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a Claim as provided in Article 16. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. Reports and Drawings: Reference is made to the Supplementary Conditions for identification of:

1. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by DESIGN PROFESSIONAL in preparing the Contract Documents; and
2. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been utilized by DESIGN PROFESSIONAL in preparing the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the technical data contained in reports and drawings of subsurface or physical conditions, but such reports and drawings are not Contract Documents. The technical data is identified in the Supplementary Conditions. Except for reliance on such technical data, CONTRACTOR may not rely upon or make any Claim against CITY, DESIGN PROFESSIONAL or any Consultant with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
3. any CONTRACTOR interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice of Differing Subsurface or Physical Conditions. If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any technical data on which CONTRACTOR is entitled to rely as provided in Paragraphs 4.02 A and 4.02 B is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17), notify CITY and DESIGN PROFESSIONAL in writing about such condition(s). CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. DESIGN PROFESSIONAL's Review: After receipt of notice as required by Paragraph 4.03 A, DESIGN PROFESSIONAL will promptly review the pertinent conditions, determine the necessity for CITY to obtain additional exploration or tests with respect thereto and notify CITY in writing (with a copy to CONTRACTOR) of DESIGN PROFESSIONAL's findings and conclusions.

C. Possible Contract Documents Change: If CITY concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in Paragraph 4.03 A, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

D. Possible Price or Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of a subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

1. the condition must meet any one or more of the categories described in Paragraphs 4.03 A.1 through 4.03 A.4, inclusive;
2. a change in the Contract Documents pursuant to Paragraph 4.03 C will not be an automatic authorization of, nor a condition precedent to, entitlement to any such adjustments;
3. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.06 and 11.04; and
4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if;
 - a. CONTRACTOR knew, or by the exercise of ordinary care could have known, of such conditions at the time CONTRACTOR made a final commitment to CITY with respect to Contract Price and Contract Times by the submission of a Bid; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or
 - c. CONTRACTOR failed to give the written notice as required by Paragraph 4.03 A.

E. If CITY and CONTRACTOR are unable to agree on entitlement to, or magnitude of, an equitable adjustment in the Contract Price pursuant to Article 11 and/or Contract Times pursuant to Article 12, a Claim may be made therefore as provided in Article 16. However, CITY, DESIGN PROFESSIONAL and Consultants shall not be liable to CONTRACTOR for any costs, losses or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04. Physical Conditions – Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to CITY or DESIGN PROFESSIONAL by the owners of such Underground Facilities or by others.

1. CITY and DESIGN PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and
2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities during construction, and
 - d. the safety and protection of all such Underground Facilities as provided in Paragraph 6.14 and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site, and was not shown or indicated in the Contract Documents, or was

shown or indicated incorrectly in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17), identify the owner of such Underground Facility and give written notice to that owner and to CITY and DESIGN PROFESSIONAL.

C. DESIGN PROFESSIONAL's Review: After receipt of notice as required by Paragraph 4.04 B, DESIGN PROFESSIONAL will promptly review the consequences of the existence of the Underground Facility and notify CITY in writing (with a copy to CONTRACTOR) of DESIGN PROFESSIONAL's findings and conclusions.

D. Possible Contract Documents Change: If CITY concludes that a change in the Contract Documents is required as a result of the existence of an Underground Facility that either was not shown, or was shown incorrectly, in the Contract Documents, a Work Change Directive or Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

E. Possible Price or Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of the Underground Facility causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

1. a change in the Contract documents pursuant to Paragraph 4.04 D will not be an automatic authorization of, nor a condition precedent to, entitlement to any such adjustments;
2. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.06 and 11.04; and
3. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if;
 - a. CONTRACTOR knew, or by the exercise of ordinary care could have known, of the existence of the Underground Facility at the time CONTRACTOR made a final commitment to CITY with respect to Contract Price and Contract Times by the submission of a Bid; or
 - b. the existence of the Underground Facility could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or
 - c. CONTRACTOR failed to give the written notice as required by Paragraph 4.04 B.

F. If CITY and CONTRACTOR are unable to agree on entitlement to, or magnitude of, an equitable adjustment in the Contract Price pursuant to Article 11 and/or Contract Times pursuant Article 12, a Claim may be made therefore as provided in Article 16. However, CITY, DESIGN PROFESSIONAL and Consultants shall not be liable to CONTRACTOR for any costs, losses or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.05 Reference Points

A. CITY shall provide engineering surveys to establish reference points for construction that in DESIGN PROFESSIONAL's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of CITY. CONTRACTOR shall report to DESIGN PROFESSIONAL whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be

responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Asbestos, Lead-Based Paint, PCBs, Petroleum, Hazardous Waste or Radioactive Material

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the DESIGN PROFESSIONAL in the preparation of the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the technical data contained in reports and drawings relating to a Hazardous Environmental Condition at the Site, but such reports and drawings are not Contract Documents. Such technical data is identified in the Supplementary Conditions. Except for such reliance on such technical data, CONTRACTOR may not rely upon or make any Claim against CITY, DESIGN PROFESSIONAL or any Consultant with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for all Hazardous Environmental Conditions created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible. CONTRACTOR shall not be entitled to an extension of the Contract Times or an increase in the Contract Price if CONTRACTOR, Subcontractor, Supplier or anyone for whom CONTRACTOR is responsible created any Hazardous Environmental Condition at the Site or in connection with the Work.

D. If CONTRACTOR encounters a Hazardous Environmental Condition at the Site or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition at the Site, CONTRACTOR shall immediately:

1. secure or otherwise isolate such condition;
2. stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6. 15); and
3. notify CITY and DESIGN PROFESSIONAL (and promptly thereafter confirm such notice in writing). CITY shall promptly consult with DESIGN PROFESSIONAL concerning the necessity for CITY to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall neither resume Work nor be required to resume Work in connection with such condition or in any affected area until after CITY has obtained any required permits related thereto and delivered to CONTRACTOR written notice:

1. specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or
2. specifying any special conditions under which such Work may be resumed safely. If CITY and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price pursuant to Article 11 and/or Contract Times to

pursuant to Article 12 as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, a Claim may be made therefore as provided in Article 16.

F. If after receipt of written notice as required in Paragraph 4.06 E, CONTRACTOR does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under special conditions specified in the notice, then CITY may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If CITY and CONTRACTOR cannot agree as to entitlement to or magnitude of an equitable adjustment in Contract Price pursuant to Article 11 and/or Contract Times pursuant to Article 12 as a result of deleting such portion of the Work, then a Claim may be made therefore as provided in Article 16. CITY may have such deleted portion of the Work performed by CITY's own forces or others in accordance with Article 7.

G. The provisions of Paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

H. All materials used, whether new or salvaged, shall be asbestos-free materials. CONTRACTOR shall immediately call to the attention of the CITY's Representative any specified material or product which the CONTRACTOR knows or suspects to contain asbestos, whether new or salvaged.

ARTICLE 5 BONDS AND INSURANCE

5.01 Performance, Payment and Other Bonds

A. CONTRACTOR shall furnish Performance and Maintenance and Payment Bonds, each in an amount at least equal to the Contract Price, as set out in the Contract Documents, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations. A certified copy of the agent's authority to act must accompany all Bonds signed by an agent.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, CONTRACTOR shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to CITY.

5.02 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by CITY or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.

5.03 Certificates of Insurance

A. CONTRACTOR shall deliver to CITY and DESIGN PROFESSIONAL, prior to the start of any Work at the Project Site, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to CITY. The receipt or acceptance of a certificate of insurance that does not incorporate the required terms and coverage shall not constitute a waiver by the City of the insurance requirements contained in the Contract Documents.

B. All policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with Paragraphs 5.04 and 5.06 will contain waiver provisions in accordance with Paragraph 5.07 A. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. If the coverage afforded is cancelled or changed or its renewal is refused, CONTRACTOR shall give at least thirty (30) days prior written notice to CITY and to each other additional insured to whom a certificate of insurance has been issued.

5.04 CONTRACTOR's Liability Insurance

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished, and will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by customary personal injury liability coverage;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefore; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by Paragraph 5.04 A, to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs 5.04 A.3 through 5.04 A.5 inclusive, include as additional insureds (subject to any customary exclusion for professional liability) CITY, DESIGN PROFESSIONAL, Consultants and any other individuals or entities identified in the Supplementary Conditions to be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in Paragraph 5.04 C or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering CONTRACTOR's indemnity obligations;
5. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with Paragraphs 13.06 and 13.07;

6. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two (2) years after final payment (and CONTRACTOR shall furnish CITY and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to CITY and any such additional insured of continuation of such insurance);

7. contain a cross-liability or severability of interest clause or endorsement. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance;

8. with respect to commercial automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require its insurance carrier(s) to waive all rights of subrogation against CITY, and CITY's officers, directors, partners, employees and agents; and

9. contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility.

C. Specific policies of insurance required by this Paragraph 5.04 shall include:

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory

Employers' liability: \$1,000,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and CITY, DESIGN PROFESSIONAL and Consultants against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,000,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to CITY. This insurance shall protect CONTRACTOR, and CITY, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,000,000 combined single limit for each occurrence

\$2,000,000 general aggregate.

4. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

5.05 CITY's Liability Insurance

A. In addition to the insurance required to be provided by CONTRACTOR under Paragraph 5.04, CITY, at CITY's option, may purchase and maintain at CITY's expense liability insurance

that will protect CITY against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance on the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws or Regulations). This insurance shall:

1. include the interests of CITY, CONTRACTOR, Subcontractors, and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, tornado, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage, damage caused by frost and freezing, and acts of God;
3. be maintained in effect until final payment is made unless otherwise agreed to in writing by CITY with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CITY shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others involved in the Work to the extent of any deductible amounts. The risk of loss within the deductible amounts will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 Waiver of Rights

A. CITY and CONTRACTOR intend that all policies purchased in accordance with Paragraphs 5.04 and 5.06 will protect CITY, CONTRACTOR, DESIGN PROFESSIONAL Consultants, Subcontractors, and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. CITY and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work, but only to the extent of insurance coverage; and, in addition, waive all such rights against DESIGN PROFESSIONAL, Consultants, Subcontractors, and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any and each of them) under such policies for losses and damages so caused and covered by insurance. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by CITY as trustee or otherwise payable under any policy so issued. None of the above waivers shall apply if specifically in conflict with Laws and Regulations.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the property insurance will be adjusted with CITY and made payable to CITY as fiduciary for the insureds, as their interests may appear, subject to the requirements of any indentures of indebtedness entered into by CITY.

B. CITY as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object to CITY's exercise of this power in writing within fifteen (15) days after the occurrence of loss. If such objection is made, CITY as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, CITY as fiduciary shall adjust and settle the loss with the insurers.

5.09 Partial Utilization – Property Insurance

A. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with Paragraph 14.05; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.01 Indemnification

A. For purposes of this Paragraph 6.01 only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, including court costs and reasonable attorneys' fees, including attorney's fees incurred by the City in the enforcement of this indemnity obligation.

2. CONTRACTOR'S Agents means CONTRACTOR's officers, employees, sub-consultants, subcontractors, successors, assigns, invitees, and other agents.

3. CITY means CITY, its Program Manager/Construction Advisor and any of their agents, officials, officers, employees and program managers or construction advisors.

B. CONTRACTOR's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all Claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of OWNER.

D. In any and all Claims against CITY, DESIGN PROFESSIONAL, CONSULTANT, or any of their respective agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.01 C shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

E. The indemnification obligations of CONTRACTOR under Paragraph 6.01 C shall not extend to liability arising out of, resulting from, or caused by the professional negligence, errors or omissions of DESIGN PROFESSIONAL, CONSULTANT, or any of their respective agents, officers, directors or employees.

6.02 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent of the Work, who shall not be replaced without written request to and approval by CITY except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

C. If it is determined to be in the best interest of the Work, CONTRACTOR shall replace the project manager, resident superintendent or any other employee of the CONTRACTOR, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the Work on the project upon written request by the CITY.

6.03 Services, Working Hours, Labor, Materials and Equipment

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct or perform the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours. CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent given after prior written notice to DESIGN PROFESSIONAL.

B. Unless otherwise specified in Division 1, General Requirements, CONTRACTOR shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of CITY. If required by DESIGN PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

D. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of this Contract and any subcontract hereto shall be manufactured or produced in the United States whenever possible.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with Article 2 as it may be adjusted from time to time as provided below:

1. CONTRACTOR shall provide, at least once every thirty (30) calendar days, updated information on the project schedule, including thirty (30) day look ahead schedules, projected variances per event category and per Subcontractor, identification of all variances and calculation of the number of Days difference between the as-built critical path and the project schedule critical path

2. CONTRACTOR shall, with each application for payment, provide completed monthly updated status report for the previous month on the project schedule and updated information indicating as-built and as-planned conditions. The updated information on the project schedule shall not modify any Milestone dates in the project schedule that CITY has previously approved. The updated information required is a condition precedent to payment pursuant to paragraph 14.02 and shall include at a minimum:

- a. a concise statement of the outlook for meeting project schedule dates and the reasons for any change in outlook from the previous report;
- b. a review of any significant technical problems encountered during the month;
- c. an explanation of any corrective action taken or proposed; and
- d. a summary of any Claims anticipated by CONTRACTOR with respect to the Work, including the anticipated costs and schedule impacts of any such Claims.

6.05 Recovery Schedules

A. If the CONTRACTOR should:

1. fail, refuse or neglect to supply a sufficient number of workers or to deliver the materials or equipment with such promptness as to prevent the delay in the progress of the Work;

2. fail in any respect to commence and diligently prosecute the Work in accordance with the approved baseline project schedule in order to achieve substantial completion;

3. fail to commence, prosecute, finish, deliver or install the different portions of the Work on time as specified in the approved baseline project schedule; or

4. fail in the performance of any of the material covenants of the Contract Documents;

CITY shall have the right to direct the CONTRACTOR, upon seven (7) calendar days notice, to prepare a written recovery plan, for CITY's approval, to accelerate the Work in order to conform to the approved baseline project schedule, including, without limitation, providing additional labor or expediting delivery of materials, performing overtime or re-sequencing the Work without adjustments to the Contract value. Upon CITY's approval of the recovery plan, CONTRACTOR shall accelerate the Work in accordance with the plan.

B. Proposed recovery schedules shall be submitted to the CITY as a separate project plan for review and approval by CITY prior to incorporation into the approved baseline schedule. The recovery schedule shall be submitted in a format compatible with the baseline schedule format. Each proposed revision shall be submitted as a separate schedule, with the following minimum requirements:

1. A critical path method diagram showing revised and affected activities or Milestones.
2. An activity report for all revised and affected activities or Milestones.

C. Upon acceptance of the recovery schedule by CITY, data shall be added or revised for all new or revised activities and incorporated into the approved baseline project schedule.

6.06 Substitutes and “Or-Equal” Items

A. Materials or equipment: Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance and quality required. Unless the specification or description contains, or is followed by, words reading that no like, equivalent or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to CITY for review by CITY’s Representative under the following circumstances:

1. “Or-Equal”: If, prior to receipt of Bids, Bidder proposes an item of material or equipment as functionally equal to that named and sufficiently similar so that no change in related Work will be required, CITY’s Representative may request DESIGN PROFESSIONAL to consider it as an “or-equal” item. DESIGN PROFESSIONAL will review and recommend the acceptance, or rejection, of the proposed item to the CITY’s Representative. For the purposes of this Paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment DESIGN PROFESSIONAL determines that:

(1) it is at least equal in quality, durability, appearance, strength, and design characteristics; and

(2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; and

b. Bidder certifies that:

(1) there is no increase in cost to the CITY; and

(2) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

If the CITY’s Representative approves the proposed item, it may be accepted by CITY.

2. Substitute Items: If CONTRACTOR proposes an item of material or equipment as a substitute item, then CONTRACTOR shall submit sufficient information as provided below to allow CITY’s Representative to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the CITY’s Representative will include the following as supplemented in the General Requirements and as CITY’s Representative may determine is appropriate under the circumstances:

a. Requests for review of proposed substitute items of material or equipment will not be accepted by CITY’s Representative from anyone other than CONTRACTOR.

b. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to CITY’s Representative for acceptance thereof.

c. In the application, CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will impact CONTRACTOR’s achievement of Substantial Completion, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

d. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by CITY's Representative in evaluating the proposed substitute. CITY's Representative may require CONTRACTOR to furnish additional data about the proposed substitute.

If the CITY's Representative approves the proposed item, CITY may accept it.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to DESIGN PROFESSIONAL. CONTRACTOR shall notify CITY and submit sufficient information to allow DESIGN PROFESSIONAL, in DESIGN PROFESSIONAL's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents.

C. Expenses: Bidder shall provide all data in support of any "or equal" at Bidder's expense, and CONTRACTOR shall provide all data in support of any proposed substitute at CONTRACTOR's expense.

D. Evaluation: DESIGN PROFESSIONAL and CITY's Representative will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.06 A, and 6.06 B. CITY will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without CITY's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any "or-equal" substitute. DESIGN PROFESSIONAL will record time required by DESIGN PROFESSIONAL and Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to Paragraphs 6.06 A and 6.06 B and in making changes in the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) occasioned thereby. Whether or not CITY accepts a substitute so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse CITY for the reasonable charges of DESIGN PROFESSIONAL and Consultants for evaluating each such proposed substitute.

6.07 Concerning Subcontractors, Suppliers and Others

A. CONTRACTOR shall not employ or retain any Subcontractor, Supplier or other person or organization (including those acceptable to CITY as indicated in Paragraph 6.07 B), whether initially or as a substitute, against whom CITY has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. CONTRACTOR shall submit required information for all Subcontractors on Form 01290.09 - Subcontractor and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

B. The Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to CITY on or before the date specified in the Supplementary Conditions, for acceptance by CITY. If CONTRACTOR has submitted a list

thereof in accordance with the Supplementary Conditions, CITY may accept (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Contract Documents) any such Subcontractor, Supplier or other person or organization so identified, or may reject same on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier or other person or organization. The Contract Price will be adjusted by the difference in the cost occasioned by such substitution, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by CITY of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of CITY or DESIGN PROFESSIONAL to reject defective Work.

C. CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between CITY or DESIGN PROFESSIONAL and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of CITY or DESIGN PROFESSIONAL to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws or Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall contractually require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with CITY and DESIGN PROFESSIONAL through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier shall be pursuant to an appropriate written agreement between CONTRACTOR and the Subcontractor or Supplier that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of CITY. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against CITY, CONTRACTOR, DESIGN PROFESSIONAL, Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any perils, to the extent covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

H. Except as otherwise provided in this subsection H and in accordance with the provisions of subsection C hereof, the agreement between CONTRACTOR and the Subcontractor or Supplier referred to in subsection G, shall provide that the CONTRACTOR and the Subcontractor or Supplier agree not to request CITY or CITY's Representative to intervene in or facilitate the resolution of claims or contract disputes arising out of or related to the agreement between CONTRACTOR and the Subcontractor or Supplier. Furthermore, the Contracts between CONTRACTOR and Subcontractors or Suppliers shall provide that all unresolved claims and disputes between CONTRACTOR and the Subcontractor or Supplier that remain unresolved after thirty (30) calendar days from the notice of claim, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. Any such mediation shall be conducted in accordance with the CITY's Code Section 3-467.

I. CONTRACTOR shall not insert any provision in any subcontractor agreement associated with this Contract that explicitly states or implies that the subcontractor shall only be paid for work performed if or when the general CONTRACTOR is paid by the CITY . Contractor's compliance with this provision is a material term of this Contract.

6.08 Patent Fees and Royalties

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work, and if to the actual knowledge of CITY or DESIGN PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the Contract Documents. To the fullest extent permitted by Laws or Regulations, CONTRACTOR shall defend, indemnify and hold harmless CITY, DESIGN PROFESSIONAL, Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation into the Work of any invention, design, process, product or device not specified in the Contract Documents.

6.09 Permits

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Contract. CONTRACTOR shall pay all charges of utility owners for connections to the Work.

B. CONTRACTOR, at its own expense, shall comply with all Federal, State and local laws and regulations, including, but not limited to the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits, together with any CITY Provisions during the life of this Contract including but not limited to:

1. Approvals and permits as required for construction or land disturbance activities.
2. Compliance with the State of Missouri – Department of Natural Resources (“MDNR”) Missouri State Operating Permit (“Land Disturbance Permit”), MO-R100006 for all construction or land disturbance activity.
3. Development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).
 - (a) Contractor shall not commence land disturbance activity until the initial SWPPP has been finalized.
 - (b) Preparation and submittal of all applications, documentation and exhibits required to obtain MDNR approvals for uninterrupted Work at the Site.
 - (c) Amending/Updating SWPPP.
 - (d) Site Inspections and submittal of Inspection Reports
 - (e) Proper Operation and Maintenance to achieve compliance with the terms of the Permit.

(f) Maintenance of required records in accordance with MDNR requirements and requirements included in Article 6 of these Contract Documents.

4. In addition to requirements of Article 6, Contractor shall also provide record access to Missouri Department of Natural Resources (MDNR).

5. Failure to control erosion and water pollution is a permit violation. CONTRACTOR shall have 24 hours after receiving notice of the violation to correct the problem. If the CONTRACTOR fails to correct the problem after the time prescribed, the City will hire a remediation expert to fix the problem. In such an event, the CONTRACTOR shall be liable to the City for the remediation costs plus a 10% mark-up of the total contract price. If the CONTRACTOR receives three (3) notices of violation of the erosion control plan and the City's MS4 permit, the Director may issue a stop work order and delay any payment until control measures are properly functioning and stream damage has been mitigated. In such an event, any delay to the project schedule will result in liquidated damages assessed against the CONTRACTOR.

6.10 Compliance with Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws or Regulations applicable to furnishing and performing the Work. Except where otherwise expressly required by applicable Laws or Regulations, neither CITY nor DESIGN PROFESSIONAL shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations. The Laws or Regulations included in this Paragraph shall include, but not be limited to, those set forth in the Supplementary Conditions.

B. Failure to Comply. If CONTRACTOR performs any Work in violation of applicable Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws or Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under Paragraph 3.03.

C. Conflicts of Interest. The provisions of City's Code Sections 2-1015 and 3-301, prohibiting City officers and employees from having a financial or personal interest in any contract with City, and Code Sections 3-307, and 3-309, imposing sanctions for violations, shall apply to this Contract. CONTRACTOR certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement concerning employment to perform services on behalf of CONTRACTOR on this Contract.

D. Licenses and Permits. CONTRACTOR, at its own expense, shall secure or cause to be secured all licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract. All references in this Contract to the "Code" shall mean City's Code of Ordinances, including any amendments thereto or re-codification thereof unless the context clearly indicates otherwise. CONTRACTOR shall obtain copies of all necessary licenses and permits from Subcontractors required for the Work before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to CITY within ten (10) days after CITY's written request.

E. Americans with Disabilities Act. CONTRACTOR agrees to comply, during the course of this Contract, with all provisions of Title II of the 2010 ADA Standards for Accessible Design as amended from time to time.

F. Affirmative Action. If the Contract Price exceeds \$300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto.

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code.

CONTRACTOR shall:

1. Submit, in print or electronic format, a copy of CONTRACTOR'S current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

G. Minority and Women Business Enterprises and Workforce. City is committed to ensuring that minorities and women participate to the maximum extent possible in the performance of City's construction contracts. If minority and women business enterprise (M/WBE) goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code, Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall meet or exceed both the MBE and WBE goals set forth in its Contractor Utilization Plan/Request for Waiver. If workforce utilization goals are applicable to this Contract, CONTRACTOR agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. CONTRACTOR shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. CONTRACTOR's compliance with this provision is a material part of this Contract.

H. Records.

1. For purposes of this section:

(a) "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

(b) "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

2. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City

shall have a right to examine or audit all Records and Contractor shall provide access to City of all records upon ten (10) days written notice from the City.

I. Prevailing Wage.

1. CONTRACTOR shall comply and require its Subcontractors to comply with;
 - a. sections 290.210 to 290.340, RSMO the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Annual Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements."

3. CONTRACTOR shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. CONTRACTOR shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for CONTRACTOR and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements. If CONTRACTOR shall fail to start to perform CONTRACTOR's obligations under the Contract Documents within sixty (60) days from the Effective Date of the Contract, CONTRACTOR and each of its subcontractors shall be obligated to pay all workers in accordance with any new Wage Order, as subsequently amended by any applicable Wage Increase, issued by the Department of Labor and Industrial Relations within the aforementioned sixty (60) day period. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached or incorporated in the Contract Documents.

4. Prior to each of its Subcontractors beginning Work on the Site, CONTRACTOR shall require each Subcontractor to complete CITY's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. CONTRACTOR shall retain one (1) year and make the Pre-contract Certifications available to CITY within five (5) days after written request.

5. CONTRACTOR shall:

- a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group & skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor; and

d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. CONTRACTOR shall submit its and its Subcontractors Daily Labor Force Reports to CITY each day. CONTRACTOR shall make all of CONTRACTOR's and Subcontractors' Records open to inspection by any authorized representatives of OWNER and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. CONTRACTOR shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the CONTRACTOR's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and CONTRACTOR shall provide the Records to the CITY in the format required by the CITY within three (3) working days of any request by CITY at the CONTRACTOR's cost. CITY, in its sole discretion, may require CONTRACTOR to send any of the Records directly to the person who requested the Record at CONTRACTOR's expense.

7. CONTRACTOR shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by CONTRACTOR and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds \$250,000.00, CONTRACTOR shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the CONTRACTOR or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the CONTRACTOR may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. CONTRACTOR must correct any errors in CONTRACTOR's or any Subcontractors' Records, or CONTRACTOR's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from CITY.

10. CONTRACTOR shall and shall require its Subcontractors to cooperate with the CITY and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit CITY and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at CONTRACTOR's sole cost and expense.

11. CONTRACTOR shall file with CITY, upon completion of the Project and prior to final payment therefore, affidavits from CONTRACTOR and each of its Subcontractors, stating

that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. CITY shall not make final payment until the affidavits, in proper form and order, from CONTRACTOR and each of its Subcontractors, are filed by CONTRACTOR.

12. CONTRACTOR shall forfeit as a statutory penalty to the CITY one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by CONTRACTOR or by any of CONTRACTOR's Subcontractors. If CONTRACTOR or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, CITY shall when making payments to the CONTRACTOR becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

J. Prevailing Wage Damages. CONTRACTOR acknowledges and agrees that, based on the experience of CITY, violations of the Missouri Prevailing Wage Act, whether by CONTRACTOR or its Subcontractors, commonly result in additional costs to CITY. CONTRACTOR agrees that additional costs to CITY for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for CITY, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by CONTRACTOR or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, CITY shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.

2. CITY shall give written notice to CONTRACTOR setting forth the workers, who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph J. CONTRACTOR shall have fourteen (14) calendar days to respond, which time may be extended by CITY upon written request. If CONTRACTOR fails to respond within the specified time, the CITY's original notice shall be deemed final. If CONTRACTOR responds to CITY's notice, CITY will furnish CONTRACTOR a final decision in writing within five (5) days of completing any investigation.

K. Missouri Secretary of State Business Entity Registration. CONTRACTOR shall obtain from all Subcontractors for the Project, a copy of their current certificate of good standing or fictitious name registration from the Missouri Secretary of State before they begin work on the Site. CONTRACTOR shall retain such documents in its files and make available to CITY within ten (10) days after written request.

L. Tropical Hardwoods. The provisions of Code Section 2-1872, restricting the use of tropical hardwoods, shall apply to this Contract.

M. Preference for Missouri Products. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

N. Guidelines for Open Excavations.

1. CONTRACTOR shall restore required excavations to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. If CONTRACTOR, in performance of the Work, makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other public properties, and shall leave any part or portion thereof open, CONTRACTOR shall provide effective protection to the public.

2. CONTRACTOR shall protect and secure all excavations in roadways in compliance with existing federal, state and local codes and standards, including, but not limited to the

most current edition of the Manual of Uniform Traffic Control Devices. CONTRACTOR shall protect and secure all unsupervised excavations not within roadways, either by covering or fencing.

a. Covering. A protective cover that can sustain the weight of persons or of objects that are placed upon it may be installed over an unsupervised excavation. The cover shall be secured to the ground to prevent movement. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.

b. Fencing. Fencing to prevent entry may be installed surrounding an unsupervised excavation not protectively covered in its entirety. The fencing shall be a minimum of 42" in height. The fencing shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal Site conditions. All protective coverings and fences over and around excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.

O. Notification of Utilities. CONTRACTOR shall adhere to the provisions of Sections 319.010 et seq., RSMo., which requires that a person or firm making an excavation in any public street, road or alley, right of way dedicated to public use, utility easement of record, or within any private street or private property do so only after giving notice to, and obtaining information from, owners of Underground Facilities. The 24-hour, toll-free accident prevention hotline number in Missouri is 1-800-344-7483 (1-800-Digrite).

P. Employee Eligibility Verification. CONTRACTOR shall adhere to the provisions of Sections 285.525 et seq., RSMo., which requires that for any contract exceeding five thousand dollars (\$5,000.00), CONTRACTOR shall execute and submit an affidavit, in a form prescribed by CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR'S enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. CONTRACTOR shall submit the affidavit and attachments to CITY prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Q. OSHA 10-Hour Training Requirement. CONTRACTOR and any subcontractor working under this Contract shall require every employee on the Site to complete a ten-hour construction safety program which meets the requirements of Section 292.675, RSMo, except for those employees who shall have previously completed the required program and hold documentation to that effect. CONTRACTOR shall remove or require the removal of any person from the Site who is subject to this requirement and who does not complete or is unable to produce documentation of their successful completion of the required program within the time limitations prescribed by Section 292.675, RSMo. CONTRACTOR shall forfeit the sum of two thousand five hundred dollars (\$2,500.00), in addition to one hundred dollars (\$100.00) per employee each calendar day, or portion thereof, the employee(s) shall continue to be employed without having completed the required program within the time limitations prescribed by Section 292.675, RSMo. CITY shall be entitled to withhold and retain any amounts due and owing hereunder when making payment to CONTRACTOR.

R. Clean Air Act and Clean Water Act. CONTRACTOR shall comply with requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*); Clean Water Act (33 U.S.C. 1251 *et seq.*), Missouri Clean Water Law (Chapter 644 RSMo), Code of Federal regulations (Title 40: Protection of Environment, Title 33: Navigation and Navigable Waters) and the rules of the Missouri Code of State Regulations (CSR Title 10).

6.11 Taxes

A. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

B. Tax Compliance.

1. As a condition precedent to CITY making its first payment to CONTRACTOR under this Contract, CONTRACTOR shall furnish to CITY sufficient proof from City's Commissioner of Revenue, dated not more than one (1) year prior to the date provided to CITY, verifying that CONTRACTOR is in compliance with the license and tax ordinances administered by City's Revenue Division of the Finance Department.

2. As a condition precedent to Subcontractors performing any Work under this Contract, CONTRACTOR shall obtain from Subcontractor sufficient proof from City's Commissioner of Revenue, dated not more than one (1) year before the date Subcontractor begins Work, verifying that the Subcontractor is in compliance with the license and tax ordinances administered by City's Revenue Division of the Finance Department. CONTRACTOR shall retain such documentation in its files and make available to CITY within ten (10) days after a written request.

3. As a condition precedent to CITY making final payment under this Contract, if this Contract is longer than one (1) year and exceeds the dollar threshold established by ordinance and included in the Supplementary Conditions, CONTRACTOR shall furnish to CITY sufficient proof from City's Commissioner of Revenue, dated not more than one (1) year before the filing of a final Application for Payment, verifying that CONTRACTOR is in compliance with the license and tax ordinances administered by City's Revenue Division of the Finance Department.

4. If this Contract is longer than one (1) year and exceeds the dollar threshold established by ordinance and included in the Supplementary Conditions, CONTRACTOR shall obtain from Subcontractors sufficient proof from City's Commissioner of Revenue, dated not more than one (1) year before the date of CONTRACTOR's final payment to the Subcontractor, that the Subcontractor was or is in compliance with the license and tax ordinances administered by City's Revenue Division of the Finance Department. CONTRACTOR shall retain such documentation in its files and make available to CITY within ten (10) days after written request.

5. If, at the time of final payment to CONTRACTOR, CONTRACTOR is unable to obtain from all its Subcontractors, if any, and furnish to CITY sufficient proof from City's Commissioner of Revenue that all its Subcontractors are in compliance with the license and tax ordinances administered by City's Revenue Division of the Finance Department, CITY may approve final payment to CONTRACTOR if CITY determines that CONTRACTOR has made a good faith effort to furnish evidence or that there are other extenuating circumstances which make it impossible for CONTRACTOR to furnish sufficient proof.

C. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, CITY is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. CITY shall furnish CONTRACTOR a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

6.12 Use of Site and Other Areas

A. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas identified in and permitted by the Contract Documents and other areas permitted by Laws or Regulations. CONTRACTOR shall not unreasonably encumber the Site and the other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to the Site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work.

B. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. In case of a failure on the part of the CONTRACTOR to restore such property or to make good such damage or injuries, the CITY may, upon forty-eight (48) hours written notice to the CONTRACTOR, repair, rebuild or otherwise restore such property as the CITY may deem necessary, and the cost thereof will be deducted from any moneys due or which may become due the CONTRACTOR under this Contract.

C. CONTRACTOR shall, to the fullest extent permitted by Laws or Regulations, defend, indemnify and hold harmless CITY, DESIGN PROFESSIONAL, Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against CITY, DESIGN PROFESSIONAL or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

D. During the progress of the Work, CONTRACTOR shall keep the Site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the Site clean and ready for utilization or occupancy by CITY at Substantial Completion of the Work. CONTRACTOR shall restore to all property not designated for alteration by the Contract Documents to its pre-Work condition.

E. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.13 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, the Contract, Written Amendments, Change Orders, Work Change Directives, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents, together with all approved Samples and a counterpart of all approved Shop Drawings, will be available to CITY and DESIGN PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to DESIGN PROFESSIONAL for CITY.

6.14 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall comply with all applicable Laws or Regulations relating to the safety of persons or property to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for safety

and protection. CONTRACTOR shall deliver to CITY a copy of CONTRACTOR'S Health and Safety Plan as provided in the Notice of Intent to Contract.

B. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in Paragraph 6.14 B.2 or 6.14 B.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY, DESIGN PROFESSIONAL, Consultant, or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR, Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and DESIGN PROFESSIONAL has issued a notice to CONTRACTOR in accordance with Paragraph 14.07 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of the Work.

6.15 Safety Representative

A. In accordance with OSHA standards, CONTRACTOR shall designate a qualified and experienced safety representative whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. CONTRACTOR's safety representative shall remain at the Site whenever there is Work in progress and shall immediately notify CITY of any emergencies or accidents occurring at the Site

6.16 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.17 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from CITY or DESIGN PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give CITY and DESIGN PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If CITY determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to an emergency, a Work Change Directive or Change Order will be issued.

B. A change in the Contract Documents pursuant to Paragraph 6.15 A will not be an automatic authorization of, nor a condition precedent to, entitlement to adjustment in the Contract Price or Contract Times. If CITY and CONTRACTOR are unable to agree on

entitlement to, or magnitude of, an equitable adjustment in the Contract Price or Contract Times, a Claim may be made therefore as provided in Article 16. However, OWNER, DESIGN PROFESSIONAL and Consultants shall not be liable to CONTRACTOR for any costs, losses or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

6.18 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to DESIGN PROFESSIONAL for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see Paragraph 2.07). All submittals shall be identified as DESIGN PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show DESIGN PROFESSIONAL the services, materials and equipment CONTRACTOR proposes to provide and to enable DESIGN PROFESSIONAL to review the information for the limited purposes required by Paragraph 6.18 D.

B. CONTRACTOR shall also submit Samples to DESIGN PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as DESIGN PROFESSIONAL may require to enable DESIGN PROFESSIONAL to review the submittal for the limited purposes required by Paragraph 6.18 D. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submission, CONTRACTOR shall give DESIGN PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, the notice to be in a written communication separate from the submittal, and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to DESIGN PROFESSIONAL for review and approval of each such variation.

D. DESIGN PROFESSIONAL's Review:

1. DESIGN PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by DESIGN PROFESSIONAL as required by Paragraph 2.06. DESIGN PROFESSIONAL's

review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. DESIGN PROFESSIONAL's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for 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.

3. DESIGN PROFESSIONAL's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called DESIGN PROFESSIONAL's attention to each such variation at the time of submission as required by Paragraph 6.18 C.3, and DESIGN PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated into or accompanying the Shop Drawing or Sample approval; nor will any approval by DESIGN PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of Paragraph 6.18 C.1.

E. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by DESIGN PROFESSIONAL as required by Paragraph 2.06, any related Work performed prior to DESIGN PROFESSIONAL's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

F. CONTRACTOR shall make corrections required by DESIGN PROFESSIONAL and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by DESIGN PROFESSIONAL on previous submittals.

6.19 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as CITY and CONTRACTOR may otherwise agree in writing.

6.20 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to CITY, DESIGN PROFESSIONAL and Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by DESIGN PROFESSIONAL;
2. recommendation of any progress or final payment by DESIGN PROFESSIONAL;

3. the issuance of a certificate of Substantial Completion or any payment related thereto by CITY to CONTRACTOR;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by DESIGN PROFESSIONAL;
6. any inspection, test or approval by others; or
7. any correction of defective Work by CITY.

C. Nonconforming Work is rejected unless expressly accepted in writing by the CITY's Representative.

ARTICLE 7 OTHER WORK

7.01 Related Work at Site

A. CITY may perform other work related to the Project at the Site by CITY's own forces, or let other direct contracts therefore, or have other work performed by utility owners. If such other work is to be performed and such fact was not noted in the Contract Documents, then:

1. Written notice thereof will be given to CONTRACTOR prior to starting any such other work, and
2. CONTRACTOR may make a Claim therefore as provided in Article 16 if CONTRACTOR believes that such performance involves additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract, and each utility owner (and CITY, if CITY is performing the additional work with CITY's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CITY and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between CITY and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to CITY and DESIGN PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution or results of CONTRACTOR's Work. CONTRACTOR's failure to report same will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work, except for latent or non-apparent defects and deficiencies in such other work.

7.02 Coordination

A. If CITY contracts with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, CITY shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8 CITY'S RESPONSIBILITIES

8.01 Communications to CONTRACTOR

A. Except as otherwise provided in these General Conditions, CITY shall issue all communications to CONTRACTOR.

8.02 Replacement of DESIGN PROFESSIONAL

A. In case of termination of the employment of DESIGN PROFESSIONAL, CITY shall appoint a DESIGN PROFESSIONAL whose status under the Contract Documents shall be that of the former DESIGN PROFESSIONAL.

8.03 Furnish Data and Prompt Payment

A. CITY shall promptly furnish the data required of OWNER under the Contract Documents and shall make payments to CONTRACTOR when they are due.

8.04 Lands and Easements; Reports and Tests

A. CITY's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to CITY's duty to identify and make available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the Site and drawings of physical conditions in existing structures at or contiguous to the Site that have been utilized by DESIGN PROFESSIONAL in preparing the Contract Documents.

8.05 Insurance

A. CITY's responsibilities, if any, for purchasing and maintaining liability and property insurance are set forth in Article 5 and the Supplementary Conditions.

8.06 Change Orders

A. CITY is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.07 Inspections, Tests and Approvals

A. CITY's responsibility for certain inspections, tests and approvals is set forth in Paragraph 13.02 F.

8.08 Limitations on CITY's Responsibilities

A. The CITY shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the Work. CITY will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.09 Undisclosed Hazardous Environmental Condition

A. CITY's responsibility for an undisclosed Hazardous Environmental Condition uncovered or revealed at the Site is set forth in Paragraph 4.06.

8.10 Evidence of Financial Arrangements

A. CITY will furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract.

8.11 CITY's Representative

A. CITY will provide a representative during the construction period. The duties, responsibilities and the limitations of authority of the CITY "s Representative during construction are set forth in the Contract Documents.

8.12 Visits to Site

A. CITY's Representative will make visits to the Site at intervals appropriate to the various stages of construction as CITY's Representative deems necessary in order to observe the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, CITY's Representative will endeavor to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CITY's Representative will not be required to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work.

ARTICLE 9 DESIGN PROFESSIONAL's STATUS DURING CONSTRUCTION

9.01 General Scope of DESIGN PROFESSIONAL's Duties

A. DESIGN PROFESSIONAL's efforts will be directed toward providing for CITY a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of visits to the Site and on-Site observations, DESIGN PROFESSIONAL will keep CITY informed of the progress of the Work and will endeavor to guard CITY against defective Work. DESIGN PROFESSIONAL's visits to the Site and on-Site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth in Paragraph 9.08.

9.02 Resident Project Representative

A. If CITY and DESIGN PROFESSIONAL agree, DESIGN PROFESSIONAL will furnish a resident Project representative to assist DESIGN PROFESSIONAL in providing more extensive observation of the Work. The responsibilities, authority and limitations thereon of any such resident Project representative and assistants will be as provided in Paragraph 9.08 and in the Supplementary Conditions.

9.03 Clarifications and Interpretations

A. DESIGN PROFESSIONAL will issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Drawings and Specifications prepared by the DESIGN PROFESSIONAL as DESIGN PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. If CITY or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price pursuant to Article 11 and/ or the Contract Times pursuant to Article 12 and the parties are unable to agree to the amount or extent thereof, if any, a Claim may be made therefore as provided in Article 16.

9.04 Rejecting Defective Work

A. DESIGN PROFESSIONAL will have authority to disapprove or reject Work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. DESIGN PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04 B, whether or not the Work is fabricated, installed or completed.

9.05 Shop Drawings, Change Orders and Payments

A. In connection with DESIGN PROFESSIONAL's authority as to Shop Drawings and Samples, see Paragraph 6.18.

B. In connection with DESIGN PROFESSIONAL's authority as to Change Orders, see Article 10.

C. In connection with DESIGN PROFESSIONAL's authority as to Applications for Payment, see Article 14.

9.06 Determinations for Unit Prices

A. DESIGN PROFESSIONAL will initially determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. DESIGN PROFESSIONAL will review with CONTRACTOR the DESIGN PROFESSIONAL's preliminary determinations on such matters before rendering a written opinion thereon (by recommendation of an Application for Payment or otherwise to the CITY). CITY reserves the right to make a final determination of the actual quantities and classifications of Unit Price Work in reviewing an Application for Payment. Within ten (10) days after the date of receipt of any such decision, CONTRACTOR may deliver to CITY and to DESIGN PROFESSIONAL written notice of intention to appeal CITY's decision pursuant to Article 16.

9.07 Decisions on Requirements of Contract Documents and Acceptability of Work

A. DESIGN PROFESSIONAL will be the initial interpreter of the requirements of the Drawings and Specifications prepared by DESIGN PROFESSIONAL and judge of the acceptability of the Work thereunder.

B. When functioning as interpreter and judge under this Paragraph 9.07, DESIGN PROFESSIONAL will not show partiality to OWNER or CONTRACTOR.

C. Claims, disputes and other matters relating to the acceptability of the Work, quantities and classifications of Unit Price Work, or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work will be referred initially to CITY's Representative in writing with a request for a formal decision in accordance with Article 16.

9.08 Limitations on DESIGN PROFESSIONAL's Authority and Responsibilities

A. Neither DESIGN PROFESSIONAL's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by DESIGN PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by DESIGN PROFESSIONAL shall create, impose or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

B. DESIGN PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the Work. DESIGN PROFESSIONAL will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

C. DESIGN PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

D. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, Bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Paragraph 14.07 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals, that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.08 shall also apply to DESIGN PROFESSIONAL's Consultants, resident Project representative and assistants as identified in the Supplementary Conditions.

ARTICLE 10 CHANGES IN THE WORK

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, CITY may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If CITY and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price pursuant to Article 11 or an adjustment of the Contract Times pursuant to Article 12 or both that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Article 16.

10.02 Unauthorized Changes in the Work

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.17 or in the case of uncovering Work as provided in Paragraph 13.04.

10.03 Signing of Change Orders

A. CITY and CONTRACTOR, and DESIGN PROFESSIONAL shall sign appropriate Change Orders covering:

1. changes in the Work which are:
 - a. ordered by CITY pursuant to Paragraph 10.01 A; or
 - b. required because of acceptance of defective Work under Paragraph 13.08 or correcting defective Work under Paragraph 13.09; or
 - c. agreed to by the parties;
2. changes in the Contract Price or Contract Times or both which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times or both which embody the substance of any written decision recommended by DESIGN PROFESSIONAL and approved by CITY pursuant to Paragraph 9.06, provided that, in lieu of signing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws or Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.19.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times or both) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.01 Change of Contract Price

A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

B. The Contract Price may only be changed by a Change Order. Any request for an adjustment in the Contract Price shall be based on written notice delivered within fourteen (14) calendar days after occurrence of the event giving rise to the request or within fourteen (14) calendar days after first recognition of the conditions giving rise to the request. Prior notice is not required for requests or claims relating to an emergency endangering life or property as described in Paragraph 6.16. Thereafter, the CONTRACTOR shall submit written documentation of its request, including appropriate supporting documentation, within ten (10) calendar days after giving notice, unless the CITY grants an extension based on good cause shown by the CONTRACTOR that such additional time is warranted.

C. The value of any Work covered by a Change Order or of any request for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of such Unit Prices to the quantities of the items involved (subject to the provisions of Paragraph 11.04); or

2. where the Work involved is not covered by Unit Prices contained in the Contract Documents, by a mutually agreed lump sum; or

3. where the Work involved is not covered by Unit Prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 11.01 C.2, on the basis of the Cost of the Work (determined as provided in Paragraphs 11.02 A and B) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.01 D).

D. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.02 A.1 and 11.02 A.2, the CONTRACTOR's fee shall be ten percent (10%);

b. for costs incurred under Paragraph 11.02 A.3, the CONTRACTOR's fee shall be five percent (5%);

c. where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01 D.2 and 11.02 A.1 through A.3 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten percent (10%) of the costs incurred by such Subcontractor under Paragraphs 11.02 A.1 and 11.02 A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.02 A.4, 11.02 A.5 and 11.02 B;

e. the amount of credit to be allowed by CONTRACTOR to CITY for any change which results in a net decrease in cost will be the amount of the actual net decrease in costs plus a deduction in CONTRACTOR's fee by an amount equal to five percent (5%) of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.01 D.2.a through 11.01 D.2.e, inclusive.

E. Whenever the Cost of the Work is to be determined pursuant to Paragraphs 11.02 A and B, CONTRACTOR shall establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to CITY an itemized cost breakdown together with supporting data.

11.02 Cost of the Work

A. The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a request for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the request. Except as otherwise agreed to in writing by CITY, costs covered by Change Orders or requests shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any costs itemized in 11.02 B:

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work, using occupational titles and job classifications agreed upon by CITY and CONTRACTOR. Such employees shall include, without limitation, job Site superintendents, foremen and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing the Work after regular working hours, on Saturdays, Sundays or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated into the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed or furnished by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to CITY who will then determine, with the advice of DESIGN PROFESSIONAL, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of the Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in Paragraphs 11.01 D and E and 11.02 A and B. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work when such services are approved in advance by CITY in writing.

5. Other costs including the following:

a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of DESIGN PROFESSIONAL, and the costs of transportation, loading, unloading, installation, assembly, dismantling and removal thereof, all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

d. Applicable sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses required to perform the Work.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by CITY in accordance with Article 5), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of CITY. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for those services a fee proportionate to that stated in Paragraph 11.01 D.2.

g. The cost of utilities, fuel and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage and similar petty cash items in connection with the Work.

i. Cost of premiums for additional or increased Bonds, or for insurance required because of approved changes in the Work.

B. Costs excluded: The term "Cost of the Work" shall not include any of the following:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the Site or in CONTRACTOR's principal or a branch office for general administration of the Work (if not specifically included in the agreed upon occupational titles and job classifications referred to in Paragraph 11.02 A.1 or specifically covered by Paragraph 11.02 A.4), all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials, or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.02 A.

11.03 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to CITY. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued by CITY to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.04 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made in accordance with Paragraph 9.06.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. CITY or CONTRACTOR may negotiate an adjustment of the price per unit of Unit Price Work stated in the Contract if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs by twenty percent (20%) or more from the estimated quantity of such item indicated in the Contract; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or CITY believes that CITY is entitled to a decrease in Contract Price.

11.05 Dispute Resolution

A. If CITY and CONTRACTOR are unable to agree on entitlement to, or magnitude of, an equitable adjustment in the Contract Price in accordance with Article 11 within fourteen (14) calendar days from the receipt of supporting documentation of the request pursuant to 11.01.B., unless the CITY grants an extension based on good cause shown by the CONTRACTOR that such additional time is warranted, then a Claim for such adjustment may be made pursuant to Article 16.

ARTICLE 12 CONTRACT TIMES

12.01 Time of the Essence

A. All times stated in the Contract Documents are of the essence of the Contract.

12.02 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order. Any request for an adjustment in the Contract Times shall be based on written notice delivered within fourteen (14) calendar days after occurrence of the event giving rise to the request or within fourteen (14) calendar days after first recognition of the conditions giving rise to the request. Thereafter, the CONTRACTOR shall submit written documentation of its requests, including appropriate supporting documentation, within ten (10) days after giving notice, unless the CITY grants an extension based on good cause shown by the CONTRACTOR that such additional time is warranted.

12.03 Proof Required To Justify an Extension of Time For Excusable and Compensable Delays

A. In support of any request for an extension of the Contract Times pursuant to this Article, CONTRACTOR must demonstrate to the reasonable satisfaction of the CITY that the critical path of the approved baseline project schedule was delayed. CONTRACTOR shall be entitled to an increase in contract time for the number of days that the critical path was delayed solely as a result of the compensable or excusable event. A compensable or excusable event includes, but is not limited to:

1. unreasonable delay of issuance of Notice to Proceed by CITY;
2. CITY's unreasonable delay of delivery furnished materials, equipment, or work;
3. unreasonable delay responding to shop drawings and submittals;
4. CITY's unreasonable delay in issuing a Change Order;
5. an order by the CITY to stop the Work where the CONTRACTOR was not at fault;
and
6. other reasonable grounds as determined by the City in its sole discretion.

B. CONTRACTOR shall compare the critical path of the approved baseline project schedule to the actual critical path of the Work, identifying the specific impact of the compensable or excusable event.

C. CONTRACTOR shall submit to the CITY a written time impact analysis illustrating the influence of each compensable or excusable event on the date of Substantial Completion. The time impact analysis shall demonstrate the time impact based on the date of the delay in time and the event time computations or all affected activities.

D. If the critical path of the Work is delayed by "Force Majeure", the CONTRACTOR shall be entitled only to an extension of the Contract Times for the number of days of delay to the critical path. For purposes of this paragraph, "Force Majeure" shall mean fire, tornado, flood, earthquake, war, act of terrorism, civil disturbance, or labor strikes away from the project site.

E. Extensions of contract time pursuant to this section will be granted only to the extent that the time adjustments exceed the total float time available when the event causing the delay occurred.

12.04 Delays Within CONTRACTOR's Control

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond the CITY's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both CITY and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 Delay Damages

A. In no event shall CITY be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR, or
2. delays beyond the control of CITY or CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this Paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inaction of CITY, DESIGN PROFESSIONAL, Consultant or anyone for whom CITY, DESIGN PROFESSIONAL or Consultant is responsible.

12.07 Dispute Resolution

A. If CITY and CONTRACTOR are unable to agree on entitlement to, or magnitude of, an equitable adjustment in the Contract Time in accordance with Article 12 within fourteen (14) calendar days from the receipt of supporting documentation of the request pursuant to 12.02, unless the CITY grants an extension based on good cause shown by the CONTRACTOR that such additional time is warranted, then a Claim for such adjustment may be made pursuant to Article 16.

ARTICLE 13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Access to Work

A. CITY, DESIGN PROFESSIONAL, Consultants, other representatives and personnel of CITY, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.02 Tests and Inspections

A. CONTRACTOR shall give DESIGN PROFESSIONAL and CITY's Representative timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. If any Work (or the work of others at the Site) that is to be inspected, tested or approved is covered by CONTRACTOR without written approval required by Paragraphs 13.02 D or 13.02 E, it must, if requested by CITY's Representative, be uncovered for observation.

C. Uncovering Work as provided in Paragraph 13.02 B, shall be at CONTRACTOR's expense unless CONTRACTOR has given DESIGN PROFESSIONAL and CITY's Representative timely notice of CONTRACTOR's intention to cover the same and DESIGN PROFESSIONAL and CITY's Representative have not acted with reasonable promptness in response to such notice.

D. If Laws or Regulations of any public body (including City) having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other

representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish DESIGN PROFESSIONAL and CITY's Representative the required certificates of inspection or approval.

E. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for CITY's and DESIGN PROFESSIONAL's acceptance of materials or equipment to be incorporated into the Work, or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation into the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to CITY and DESIGN PROFESSIONAL.

F. CITY shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests or approvals covered by Paragraph 13.02 D and E;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04 B shall be paid as provided in said Paragraph 13.04 B; and
3. as otherwise specifically provided in the Contract Documents.

13.03 Notice of Defects

A. Prompt notice of all defective Work of which either CITY or DESIGN PROFESSIONAL has actual knowledge will be given to CONTRACTOR. Defective Work may be rejected, corrected or accepted as provided in this Article 13.

13.04 Uncovering Work

A. If any Work (or the work of others at the Site) is covered contrary to the written request of DESIGN PROFESSIONAL or CITY's Representative, it must, if requested by CITY's Representative, be uncovered for DESIGN PROFESSIONAL's or CITY's Representative's observation and replaced at CONTRACTOR's expense.

B. If CITY considers it necessary or advisable that covered Work be observed by DESIGN PROFESSIONAL or CITY's Representative or be inspected or tested by others, CONTRACTOR, at CITY's request, shall uncover, expose or otherwise make available for observation, inspection or testing as may be required, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and CITY shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, CITY may make a Claim therefore as provided in Article 16. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefore as provided in Article 16.

13.05 CITY May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to

exercise this right for the benefit of CONTRACTOR, any Subcontractor, Supplier, other individual or entity or any surety or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. If required by CITY, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by either DESIGN PROFESSIONAL or CITY's Representative, remove it and replace it with Work that is not defective. CONTRACTOR shall pay all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 Correction Period

A. If within one (1) year after the date of Substantial Completion, or such longer period of time as may be prescribed by Laws or Regulations, by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by CITY or permitted by Laws and Regulations as contemplated in Paragraph 6.10 is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions:

1. correct the repair of damages to such land or areas; or
2. correct such defective Work, or if it has been rejected by CITY, remove it from the Site and replace it with Work that is not defective; and
3. satisfactorily correct or remove and replace any damage to other Work or to the work of others or damage to other lands or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in the event of an emergency where delay by CONTRACTOR would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year, or such longer period of time as may be prescribed within Paragraph 13.07 A, after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, CITY prefers to accept it, CITY may do so. CONTRACTOR shall pay all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to CITY's evaluation of and determination to accept such defective Work and shall pay OWNER for the diminished value of the Work. If any such acceptance occurs prior to DESIGN PROFESSIONAL's recommendation of final payment, a Change Order will be issued

incorporating the necessary revisions into the Contract Documents with respect to the Work and, due to the diminished value of the Work, CITY shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, CITY may make a Claim therefore as provided in Article 16. If the acceptance of defective Work occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to CITY.

13.09 CITY May Correct Defective Work

A. If CONTRACTOR fails within a reasonable time after written notice from DESIGN PROFESSIONAL or CITY's Representative to correct defective Work or to remove and replace rejected Work as required by CITY in accordance with Paragraph 13.06, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. CITY shall proceed expeditiously when exercising the rights and remedies under this Paragraph 13.09. In connection with such corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the Site; take possession of all or part of the Work and suspend CONTRACTOR's services related thereto; take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site; and incorporate into the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's Representative, agents and employees, CITY's other contractors, DESIGN PROFESSIONAL and Consultants access to the Site to enable CITY to exercise the rights and remedies under this Paragraph 13.09.

C. All costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by CITY in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price. If CITY and CONTRACTOR are unable to agree as to the amount thereof, CITY may make a Claim therefore as provided in Article 16. Such Claims for costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal and replacement of CONTRACTOR's defective or rejected Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by CITY of CITY's rights and remedies under Paragraphs 13.06 and 13.09.

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. 01290.02 Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into form 01290.01 Application for Payment acceptable to DESIGN PROFESSIONAL and CITY. Progress payments for Unit Price Work will be based on the number of units completed.

14.02 Application for Progress Payments

A. Application for Payment

1. At least twenty (20) days before the date stipulated in the Supplementary Conditions for each progress payment (but not more often than once a month), CONTRACTOR shall submit to DESIGN PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale,

paid invoice or other documentation warranting that CITY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CITY's interest therein, all of which will be subject to CITY's approval.

2. Beginning with the second Application for Payment, each Application shall include:

a. an affidavit of CONTRACTOR stating that all previous progress payments received for the Work have been applied to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment, and

b. a copy of the most recent 00485.01 M/WBE Monthly Utilization Report CONTRACTOR has submitted to the CITY's Human Relations Department.

c. a copy of the most recent 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report CONTRACTOR has submitted to the OWNER's Human Relations Department.

d. an update to the approved schedule pursuant to paragraphs 6.04 and 6.05.

3. The amount of retainage with respect to progress payments will be stated in the Supplementary Conditions.

B. Review of Applications

1. DESIGN PROFESSIONAL will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing DESIGN PROFESSIONAL's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

a. After presentation of the Application for Payment to CITY, and if CITY's Representative agrees with DESIGN PROFESSIONAL's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02 B.4) become due and will be paid by CITY to CONTRACTOR, subject to the provisions of Laws or Regulations.

b. No payment shall be approved until the CONTRACTOR has submitted with the Application accompanying documentation as required by the Contract Documents, including, but not limited to, the documentation required by paragraphs 6.04 and 6.05.

2. DESIGN PROFESSIONAL's recommendation of any payment requested in an Application for Payment will constitute a representation by DESIGN PROFESSIONAL to CITY, based on DESIGN PROFESSIONAL's observations of the executed Work as an experienced and qualified DESIGN PROFESSIONAL and on DESIGN PROFESSIONAL's review of the Application for Payment and the accompanying data and schedules, that to the best of DESIGN PROFESSIONAL's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.06, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR being entitled to such payment appear to have been fulfilled in so far as it is DESIGN PROFESSIONAL's responsibility to observe the Work.

3. DESIGN PROFESSIONAL's recommendation of any payment, including final payment, shall not mean that DESIGN PROFESSIONAL is responsible for CONTRACTOR's means, methods, techniques, sequence or procedures of construction, safety precautions

and programs incident thereto, or any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of Work.

4. DESIGN PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in DESIGN PROFESSIONAL's opinion, it would be incorrect to make the representations to CITY referred to in Paragraph 14.02 B.2. DESIGN PROFESSIONAL may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in DESIGN PROFESSIONAL's opinion to protect CITY from loss because:

- a. the Work is defective, or completed Work has been damaged requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. CITY has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. DESIGN PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.

C. Reduction in Payment

1. CITY may refuse to make payment of the full amount recommended by DESIGN PROFESSIONAL because:

- a. Claims have been made by third parties against CITY on account of CONTRACTOR's performance or furnishing of the Work; or
- b. Claims have been made by CITY against CONTRACTOR in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to CITY to secure the satisfaction and discharge of such Claims;
- c. there are other items entitling CITY to a set-off against the amount recommended; or
- d. CITY has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02 B.4.a through c or 15.02 A.1 through 4; but CITY must give CONTRACTOR written notice (with a copy to DESIGN PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by CITY and CONTRACTOR, when CONTRACTOR corrects to CITY's satisfaction the reasons for such action; or
- e. CITY has made a different determination of the actual quantities and classifications of Unit Price Work.

14.03 CONTRACTOR's Warranty of Title

A. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated into the Project or not, will pass to CITY no later than the time of payment, free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify CITY and DESIGN PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that CITY issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, together with CONTRACTOR and DESIGN PROFESSIONAL, shall make an inspection of the Work to determine the status of completion. If DESIGN PROFESSIONAL does not consider the Work substantially complete, DESIGN PROFESSIONAL will notify CONTRACTOR and CITY in writing giving the reasons therefore. If DESIGN PROFESSIONAL considers the Work substantially complete, DESIGN PROFESSIONAL will prepare and deliver

to CITY a recommended certificate of Substantial Completion that shall establish the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven (7) days after receipt of the recommended certificate during which to make written objection to DESIGN PROFESSIONAL as to any provisions of the certificate or attached list. At the time of delivery of the recommended certificate of Substantial Completion, DESIGN PROFESSIONAL will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, protection of the Work, maintenance, heat, utilities, insurance and warranties and guarantees.

B. CITY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Use by CITY at CITY's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which CITY, DESIGN PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by CITY for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

1. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to CITY and DESIGN PROFESSIONAL that such part of the Work is substantially complete and request CITY to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and DESIGN PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request CITY to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, together with CONTRACTOR and DESIGN PROFESSIONAL, shall make an inspection of that part of the Work to determine its status of completion. If DESIGN PROFESSIONAL does not consider that part of the Work to be substantially complete, DESIGN PROFESSIONAL will notify CITY and CONTRACTOR in writing, giving the reasons therefore. If DESIGN PROFESSIONAL considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of Paragraph 5.09 with respect to property insurance.

14.06 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, DESIGN PROFESSIONAL will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has completed all corrections required by Paragraph 14.06 to the satisfaction of DESIGN PROFESSIONAL and CITY's Representative and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by Paragraph 5.04, certificates of inspection, marked-up record documents (as provided in

Paragraph 6.13) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation required by the Contract Documents, including but not limited to the evidence of insurance required by Subparagraph 5.04 B.7; and

b. 01290.14 "Contractor Affidavit for Final Payment" from CONTRACTOR and 01290.15 "Subcontractor Affidavit for Final Payment" from all Subcontractors, regardless of tier.

B. Review of Application and Acceptance

1. If, on the basis of DESIGN PROFESSIONAL's and CITY's Representative's observation of the Work during construction and final inspection, and DESIGN PROFESSIONAL's and CITY's Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, DESIGN PROFESSIONAL and CITY's Representative are satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, DESIGN PROFESSIONAL will, within ten (10) days after receipt of the final Application for Payment, indicate in writing DESIGN PROFESSIONAL's and CITY's Representative's recommendation of payment and present the Application to CITY for payment. At the same time DESIGN PROFESSIONAL will also give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions of Paragraph 14.09.

2. Otherwise, DESIGN PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application to DESIGN PROFESSIONAL. After the presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, including applicable federal and state prevailing wage provisions, and with DESIGN PROFESSIONAL's recommendation and notice of acceptability, the amount recommended by DESIGN PROFESSIONAL will become due and will be paid by CITY to CONTRACTOR in accordance with Laws and Regulations.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if DESIGN PROFESSIONAL so recommends and CITY concurs, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of DESIGN PROFESSIONAL, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Supplementary Conditions, and if Bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to DESIGN PROFESSIONAL with the Application for Payment. Payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all claims by CITY against CONTRACTOR, except claims previously made in writing and still unsettled, or claims arising from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against CITY other than those previously made in writing pursuant to Paragraphs 16.02 and 16.03 and still unsettled.

14.10 Completion of Work by CITY

A. If CITY must complete the Work, all costs and charges incurred by CITY, together with the cost of completing the Work under the Contract, will be deducted from any monies due or which may become due CONTRACTOR. If such expense exceeds the sum which would have been payable under the Contract, then CONTRACTOR and the surety shall be liable and shall pay to CITY the amount of such excess.

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.01 CITY May Suspend Work

A. Notwithstanding any other provision of this Contract, at any time and without cause, and at its sole and absolute discretion, CITY, may suspend the Work or any portion of the Work by written notice to CONTRACTOR, which will initially fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed in the notice unless the date is changed by a subsequent written notice from CITY. CONTRACTOR may be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any suspension if CONTRACTOR makes a Claim therefore in accordance with Article 16.

B. CONTRACTOR will not be allowed an adjustment in the Contract Price or an extension of the Contract Times if CITY suspends the Work because CONTRACTOR's acts or omissions create or cause an emergency that CITY believes affects the safety or protection of persons, the Work, or property at the Site or adjacent thereto. CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been adequately addressed by CONTRACTOR; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR, any Subcontractor, Supplier, other individual or entity or any surety or employee or agent of any of them.

15.02 CITY May Terminate for Default

A. CONTRACTOR may be deemed in default and CITY may terminate the services of CONTRACTOR upon the occurrence of any one or more of the following events:

1. CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.06 and 2.07 as adjusted from time to time pursuant to Paragraphs 6.04, 6.05, 12.02 and 12.03);
2. CONTRACTOR abandons the Work or declares its intention to abandon the Work;
3. CONTRACTOR assigns or attempts to assign its rights or obligations under this Contract or any part thereof to any third party without the prior written consent of CITY;
4. CONTRACTOR fails to make prompt payment duly owing to any subcontractor for Work completed in accordance to the Contract Documents or material supplier for materials delivered for incorporation into the Work within thirty (30) calendar days after payment was due;
5. CONTRACTOR fails to achieve the required dates of substantial and final completion;
6. CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
7. CONTRACTOR disregards the authority of DESIGN PROFESSIONAL or OWNER;
or
8. CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

B. CITY may, after giving CONTRACTOR (and the surety) seven (7) days written notice

and to the extent permitted by Laws or Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate into the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CITY arising out of or resulting from completing the Work, such excess may be paid to CONTRACTOR. If such costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY within fourteen (14) calendar days of CITY'S demand for payment. When exercising any rights or remedies under this Paragraph CITY shall not be required to competitively bid this work unless required by law.

C. Where CONTRACTOR's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CITY will not release CONTRACTOR from liability.

D. If, after a default termination, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CITY. The CITY shall then be liable to CONTRACTOR for only those costs enumerated in paragraph 15.03.

15.03 CITY May Terminate for Convenience

A. Notwithstanding any other provision of this Contract, upon seven (7) calendar days written notice to CONTRACTOR, CITY may, at its sole and absolute discretion, without cause and without prejudice to any other right or remedy of CITY, elect to terminate the Contract. In such case, CONTRACTOR shall, with thirty (30) calendar days of receiving notice of termination under this paragraph, submit to CITY its statement of costs and expenses and shall be paid:

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
4. for reasonable expenses directly attributable to termination if approved in advance by CITY.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. CONTRACTOR waives any costs not submitted to CITY pursuant to paragraph 15.03.A.

D. CITY shall, within thirty (30) calendar days after receipt of CONTRACTOR's statement, pay CONTRACTOR all amounts it determines are properly determined.

ARTICLE 16 CLAIMS AND DISPUTES

16.01 Definition

A. A Claim is a demand or assertion by the CONTRACTOR seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

16.02 Written Notice and Burden of Proof

A. Claims must be made by written notice pursuant to Paragraph 17.01. The written notice shall clearly indicate that the CONTRACTOR is making a claim. The responsibility to substantiate Claims shall rest with the CONTRACTOR. No Claim may be made under this Contract except as provided in this Article.

B. Certification of Claim: The written notice of Claim shall include the following statement signed by the CONTRACTOR's representative: "The CONTRACTOR certifies that all statements made and the facts set out in this claim are true and correct and that no false records have been submitted in support of this claim." **Strict compliance with this paragraph shall be a condition precedent to the creation, existence or validity of any Claim.**

16.03 Time Limits on Claims

A. The CONTRACTOR must give notice to the CITY within fourteen (14) calendar days after the denial of a request for or failure to reach an agreement on a change in Contract Price and/or change in Contract Time pursuant to Article 11 and Article 12 respectively. After the fourteen (14) day period for making Claims has expired, the Claim shall be considered waived.

B. The CONTRACTOR shall submit the Claim to the CITY's Representative.

16.04 Continuing Contract Performance

A. Pending final resolution of a Claim, unless otherwise agreed in writing, the CONTRACTOR shall proceed diligently with performance of the Work and the CITY shall continue to make payments in accordance with the Contract Documents. The CITY may, but is not obligated to, notify the Surety of the nature and amount of the Claim.

16.05 Injury or Damage to Person or Property

A. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts that party is legally liable, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding thirty (30) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

16.06 Initial Resolution of Claims and Disputes

A. After the CONTRACTOR has submitted the Claim to the CITY's Representative, the CITY'S Representative and CONTRACTOR'S Representative shall conduct a settlement conference within fourteen (14) calendar days from the date of receipt of the Claim. If the Claim is not settled within seven (7) calendar days following the date of the settlement conference, the CITY'S Representative and the CONTRACTOR's Representative shall state, in writing, following the conclusion of the seven (7) calendar day period, their respective position as to the matters in dispute.

B. The CITY'S and CONTRACTOR'S statement of positions shall state all known factual grounds for each party's position. If the dispute remains unresolved at the end of the seven (7) calendar days from submission of the parties' written position statements, the CONTRACTOR shall have the right to proceed with the pursuit of Claims pursuant to paragraph 16.07.

C. If a Claim has been resolved, the OWNER will prepare or obtain appropriate documentation.

16.07 Final Resolution of Claims and Disputes

A. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

B. If the CITY'S Representative and the CONTRACTOR'S Representative are unable to resolve the dispute pursuant to 16.06, the parties must submit their statements of position to the Director, who shall review the Claim and make a decision within fourteen (14) calendar days.

C. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on CITY and CONTRACTOR within fourteen (14) calendar days after issuance. The CONTRACTOR shall give written notice to the CITY stating its intent to submit its Claim to a court of law pursuant to paragraph 17.05.A. within thirty (30) calendar days after notice of Director's decision.

D. The time frames for the Director's decision and for CONTRACTOR'S written notice of intent may be tolled by participation in voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of the mediator shall be shared equally among the parties participating in the mediation. In no event shall any time frame be tolled more than 30 days for mediation. However, mediation may be employed at any time at the discretion and mutual agreement of the parties.

E. If the dispute is not resolved during voluntary mediation, The CONTRACTOR agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the CITY during the mediation process or of which the CONTRACTOR had knowledge and failed to present during the administrative procedures.

ARTICLE 17 MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be given by personal delivery, by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice or by confirmed electronic facsimile transmission. Notice is effective on the date of personal delivery, deposit of registered or certified mail, postage prepaid, or confirmed electronic facsimile transmission.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last calendar day of such period. If the last day of such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY and DESIGN PROFESSIONAL hereunder are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract.

17.05 Controlling Law

A. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) shall submit exclusively to the jurisdiction of the state and federal courts

located in Jackson County, Missouri and no other; (2) shall waive any and all objections to jurisdiction and venue; and (3) shall not raise forum non conveniens as an objection to the location of any litigation.



SUPPLEMENTARY CONDITIONS

Project Number 89005561

Project Title Broadway Blvd Bridge over 30th Street

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

SC-2.03 A. Article 2, Paragraph 2.03, Copies of Documents, is amended by deleting Paragraph 2.03 A and replacing it with the following:

- A. CITY shall furnish to CONTRACTOR up to One (1) copies of the Drawings and Specifications, including Addenda.

SC-4.02 Article 4, Paragraph 4.02, Subsurface and Physical Conditions; Subparagraphs A and B are supplemented as follows:

In the preparation of the Contract Documents, the following reports of explorations and tests of subsurface conditions at or contiguous to the Site of the Work were utilized:

1. Report dated December 4, 2013, prepared by Tsi Engineering, Inc.; entitled Report of Subsurface Exploration and Geotechnical Engineering Evaluation, which may be reviewed at City Hall, Kansas City, MO. The technical data contained in such report upon which CONTRACTOR may rely is available.

In the preparation of the Contract Documents, the following drawings of physical conditions in or relating to existing surface or subsurface structures (except Underground Facilities) which are at or contiguous to the Site of the Work were utilized:

2. Drawings dated 19149, prepared for MoDOT (formerly Missouri State Highway Department); entitled "Bridge at 30th & Broadway", which may be reviewed at City Hall, Kansas City, MO. The technical data contained in such drawings upon which CONTRACTOR may rely is available.

In the preparation of the Contract Documents, no reports of explorations and tests of any Hazardous Environmental Condition(s) at the Site of the Work were utilized.

SC- 5.01 A. Article 5, Paragraph 5.01, Performance, Payment and Other Bonds, Subparagraph A, second sentence, is revised as follows:

- A. CONTRACTOR shall furnish Performance and Maintenance and Payment Bonds as noted:

1. CONTRACTOR shall furnish a **Performance Bond** in the full amount of the Contract Price. This Bond shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

2. CONTRACTOR shall furnish a **Payment Bond** in the full amount of the Contract Price. This Bond shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

3. CONTRACTOR shall furnish a **Maintenance Bond** in the full amount of the Contract Price. This Bond shall remain in effect at least until three (3) years after the date when final payment of the Contract becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

SC-5.03 A. Article 5, Paragraph 5.03 Certificates of Insurance, Subparagraph A is amended by adding the following Subparagraph 1:

1. CONTRACTOR shall obtain evidence that all Subcontractors have in force the required coverage in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to CITY within ten (10) days after written request.

SC-5.06 A. Article 5, Paragraph 5.06, Property Insurance, Paragraph A, is amended by adding the following after the first sentence:

Property Insurance on the Work at the Site shall be written with a deductible amount not to exceed \$10,000.00.

SC-6.06 A.1 Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A is amended by adding the following at the end of Paragraph A.1:

Proposed "or-equal" items must be submitted to CITY at least 10 days prior to Bid date at the following address:

James Wang, P.E.
4600 E. 63rd Trafficway
Kansas City, Missouri 64130

Only Bidders may submit proposed "or-equal" items and such items must require no change in related Work. Acceptance by CITY of any proposed "or-equal" items will be made by Addendum only.

SC-6.06 A.2. Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A is amended by adding the following at the end of Paragraph A.2:

Proposed substitute items must be submitted to CITY's Representative not later than 21 days prior to the time the item is to be incorporated into the Work. Only CONTRACTOR may submit proposed substitute items, and such items must be submitted to CITY's Representative on the standard City form 01630 - Substitution Request. Acceptance by

SC-6.10. Article 6, Paragraph 6.10, Compliance with Laws and Regulations, is amended by adding the following new Subparagraphs immediately following Subparagraph 6.10 I 2:

- a. CONTRACTOR will be required to comply with wage rates as follows:
County –Jackson

Work Type: State – Heavy

SC-6.10. Article 6, Paragraph 6.10, Compliance with Laws and Regulations, is amended by adding the following new Subparagraphs immediately following Subparagraph 6.10 O:

- a. THERE IS AN EXISTING 48" WATER MAIN IN THIS AREA THAT WAS BUILT IN 1948. WHILE ACTIVE WORK IS OCCURRING WITHIN THE NOTED ZONE, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFETY AND STABILITY OF THE EXISTING WATER MAIN AS WELL AS OTHER UNDERGROUND UTILITIES. IF THE WATER LINES OR OTHER UNDERGROUND UTILITIES ARE DAMAGED OR BREAK WHILE ACTIVE WORKS OCCUR IN THIS AREA, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS AND TIME ASSOCIATED WITH REPAIRING THE DAMAGED UTILITIES

SC-6.10. Article 6, Paragraph 6.10, Compliance with Laws and Regulations, is amended by adding the following new Subparagraph 6.10 S:

1. "Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is CONTRACTOR's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.

4. CONTRACTOR agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this CONTRACT. Provided, however, CONTRACTOR may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if CONTRACTOR so certifies in writing to CITY and CITY issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

SC-6.11. Article 6, Paragraph 6.11, Taxes, is amended by adding the following sentence to Subparagraph 6.11 B:

- B. Tax Compliance. The following subparagraphs apply if the Contract is over \$150,000.00.

SC-6.21 RESERVED

SC-9.08 E. Article 9, Paragraph 9.08, Limitations on DESIGN PROFESSIONAL's Authority and Responsibilities, Subparagraph E is supplemented as follows:

DESIGN PROFESSIONAL's Consultant(s), resident Project representative and assistant(s) to the resident Project representative are the following:

Consultant(s): HDR Engineering Inc.

Resident Project representative: To be assigned at the preconstruction conference.

Assistant(s) to the resident Project representative: To be assigned at the preconstruction conference.

SC-12.01 Article 12, Paragraph 12.01, Time of the Essence is amended by adding the following new Subparagraphs immediately following Subparagraph 12.01 A:

B. Starting and Completion

1. The Work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the City and the Work shall be substantially complete, in accordance with Paragraph 14.04, within **One Hundred and Fifty (150) Calendar Days** thereafter. Once the Work starts, CONTRACTOR shall continuously pursue completion of the Work. CONTRACTOR shall not close **the Broadway Boulevard over 30th Street Bridge** for more than accumulated total of **Forty Two (42) Calendar Days**.
2. The Work shall be completed and ready for final payment in accordance with Paragraph 14.07 on within **Sixty (60) Calendar Days** after the date of Substantial Completion of the Work.

C. Liquidated Damages

1. If the Work is not substantially completed, in accordance with Paragraph 14.04, within the period stated in Paragraph 12.01 B.1, CONTRACTOR shall pay to CITY the amount of **One Thousand and One Hundred Dollars (\$1,100)** as liquidated damages and not as a penalty for each Calendar Day until the Work is substantially complete. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.
2. If the Work is not completed and ready for final payment in accordance with Paragraph 14.07, within the period stated in Paragraph 12.01 B.2, CONTRACTOR shall pay to CITY the amount of **Five Hundred Dollars (\$ 500.00)** as liquidated damages and not as a penalty for each Calendar Day until the Work is completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.

SC-14.02 A. Article 14, Paragraph 14.02, Application for Progress Payments, Subparagraph A is amended by deleting Item 3 and adding the following:

3. CITY shall make payments to CONTRACTOR monthly. Payments to CONTRACTOR will be made on the basis of ninety-five percent (95%) of the value of the Work satisfactorily completed plus ninety-five percent (95%) of the value of properly stored

and insured, unused materials on hand on the Site of the Work. CITY shall retain five percent (5%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due. All Work covered by a payment becomes CITY's property, provided that the Work paid for remains the sole responsibility of CONTRACTOR until all terms and conditions of the Contract have been met.

SC-14.04. Article 14, Paragraph 14.04, Substantial Completion, Subparagraph A is supplemented as follows:

A. To be considered substantially complete, the following items of the Work must be operational and ready for CITY's continuous use as intended: Concrete and asphalt pavement, Curb and gutter, Stormwater conveyance system, Permanent pavement marking Permanent traffic control devices and signing, Bridge, Driveways, Sidewalks, and Street lights

SC-14.05 Article 14, Paragraph 14.05, Partial Utilization is amended by adding the following new Subparagraph A.3. immediately following Subparagraph 14.05 A.2:

3. CITY at any time may make a written request to CONTRACTOR to permit CITY to take over operation of any part of the Work although it is not substantially complete. A copy of the request will be sent to DESIGN PROFESSIONAL, and within a reasonable time thereafter CITY, CONTRACTOR and DESIGN PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not make written objection to CITY and DESIGN PROFESSIONAL that such part of the Work is not ready for separate operation by CITY, DESIGN PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such lists to CITY and CONTRACTOR. DESIGN PROFESSIONAL will also make a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which recommendation will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed DESIGN PROFESSIONAL). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.



WAGE RATE REQUIREMENTS

Project No.: 89005561

Project Title: Broadway Boulevard Bridge over 30th Street

1. Annual Wage Order No. 21
2. **0830.03 Division of Labor Standards Rules & Regulations** are incorporated into and made part of this Contract and are available at <http://www.sos.mo.gov/adrules/csr/current/8csr/8c30-3.pdf>



**DIVISION OF
LABOR
STANDARDS**

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www.labor.mo.gov/DLS
E-mail: laborstandards@labor.mo.gov

JEREMIAH W. (JAY) NIXON
GOVERNOR

RYAN McKENNA
DEPARTMENT DIRECTOR

JOHN E. LINDSEY
DIVISION DIRECTOR

January 23, 2015

BEFORE THE
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS
Jefferson City, Missouri

RECEIVED & FILED

JAN 23 2015

Re: Annual Wage Order No. 21

SECRETARY OF STATE
COMMISSIONS DIVISION

Annual Incremental Wage Increase to Annual Wage Order No. 21

Missouri's Prevailing Wage Law [Section 290.262.9 RSMo (2000)], provides for Annual Incremental Wage increases in **Adair, Andrew, Atchison, Barton, Bates, Benton, Buchanan, Caldwell, Camden, Carroll, Cass, Chariton, Clark, Clay, Clinton, Daviess, DeKalb, Franklin, Gentry, Grundy, Harrison, Henry, Hickory, Holt, Howard, Jackson, Jefferson, Johnson, Knox, Lafayette, Lewis, Linn, Livingston, Macon, Marion, Mercer, Monroe, Montgomery, Morgan, Nodaway, Pettis, Pike, Platte, Putnam, Ralls, Ray, St. Charles, St. Clair, the City of St. Louis City, St. Louis County, Saline, Schuyler, Scotland, Shelby, Sullivan, Vernon and Worth Counties.** The effective date of change is shown in the column labeled "Effective Date of Increase" by the craft (Occupational Title). These updated files have been posted to the Division's website referenced by the effective date of AWO 21 – 1/23/15. The new rates should be included in the contract specifications for all future public works projects.

The rest of Annual Wage Order No. 21 remains in full force and effect.

Given at Jefferson City, Missouri January 23, 2015, by direction of the Division of Labor Standards of Missouri.

John E. Lindsey
Division Director

(SEAL)

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711*

**MISSOURI
DEPARTMENT OF LABOR
& INDUSTRIAL RELATIONS**

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 048

JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2014**

Last Date Objections May Be Filed: **April 9, 2014**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/14		\$35.24	52	53	\$24.48
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason	6/14		\$33.50	58	39	\$17.75
Carpenter	6/14		\$36.05	63	68	\$15.05
Cement Mason	6/14		\$31.08	65	4	\$17.20
Communication Technician			\$32.79	47	72	\$19.28
Electrician (Inside Wireman)	1/15		\$36.14	13	72	\$16.26 + 10%
Electrician (Outside-Line Construction/Lineman)			\$39.95	125	65	\$5.00 + 34.5%
Lineman Operator			\$37.27	125	65	\$5.00 + 34.5%
Groundman			\$26.46	125	65	\$5.00 + 34.5%
Elevator Constructor	6/14	a	\$42.940	26	54	\$28.335
Glazier			\$30.97	88	32	\$16.63
Ironworker	6/14		\$30.50	50	4	\$27.35
Laborer (Building):						
General	6/14		\$26.40	30	4	\$14.75
First Semi-Skilled	6/14		\$26.80	30	4	\$14.75
Second Semi-Skilled	6/14		\$27.20	30	4	\$14.75
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$33.82	46	67	\$15.05
Marble Mason	6/14		\$33.76	25	4	\$14.66
Marble Finisher	1/15		\$23.78	25	4	\$9.18
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/14		\$37.35	85	4	\$15.01
Group II	6/14		\$36.54	85	4	\$15.01
Group III	6/14		\$30.99	85	4	\$15.01
Group III-A	6/14		\$35.20	85	4	\$15.01
Group IV						
Group V	6/14		\$32.59	85	4	\$15.01
Painter	7/14		\$28.13	37	4	\$15.42
Pipe Fitter	8/14		\$41.83	2	33	\$19.32
Plasterer	6/14		\$30.75	68	4	\$14.95
Plumber	6/14		\$40.24	45	33	\$20.09
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer	6/14		\$32.25	95	2	\$15.49
Sheet Metal Worker	1/15		\$39.28	17	22	\$19.40
Sprinkler Fitter - Fire Protection			\$34.35	14	4	\$18.77
Terrazzo Worker	6/14		\$33.76	25	4	\$14.66
Terrazzo Finisher	1/15		\$23.78	25	4	\$9.18
Tile Setter	6/14		\$33.76	25	4	\$14.66
Tile Finisher	1/15		\$23.78	25	4	\$9.18
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$30.09	100	4	\$10.90
Group II			\$30.09	100	4	\$10.90
Group III			\$30.29	100	4	\$10.90
Group IV			\$30.29	100	4	\$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

**REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

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NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

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NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

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NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

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NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

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NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**JACKSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**JACKSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$36.05	1	17	\$15.05
Cement Mason	6/14	\$30.34	3	2	\$15.23
Electrician (Outside-Line Construction\Lineman)		\$39.95	18	24	\$5.00 + 34.5%
Lineman Operator		\$37.27	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$20.90	31	30	\$6.01 + 23.5%
Groundman		\$26.47	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$16.90	31	30	\$6.01 + 23.5%
Laborer					
General Laborer	6/14	\$28.06	3	2	\$14.25
Skilled Laborer	6/14	\$29.27	3	2	\$14.25
Millwright	6/14	\$36.05	1	17	\$15.05
Operating Engineer					
Group I	6/14	\$34.58	3	2	\$15.13
Group II	6/14	\$33.54	3	2	\$15.13
Group III	6/14	\$33.54	3	2	\$15.13
Group IV	6/14	\$29.07	3	2	\$15.13
Oiler-Driver	6/14	\$32.42	3	2	\$15.13
Pile Driver	6/14	\$36.05	1	17	\$15.05
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I		\$29.74	3	2	\$13.30
Group II		\$29.74	3	2	\$13.30
Group III		\$29.74	3	2	\$13.30
Group IV		\$29.74	3	2	\$13.30

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**JACKSON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 27: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**JACKSON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 26: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



ADDENDUM NUMBER _____

Project Number _____

Project Title _____

[NOTE: Add Month/Date/Year for which this Addendum is officially posted by City. Be certain to remove this note before final document is printed.]

ISSUE DATE: _____

[NOTE: Addenda are used to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda prior to opening of bids. Items should be organized in the same order as the original bidding documents Table of Contents. Cite the specific bidding document and the specific location within it where each change is to be made followed by the detailed change. If entire pages or documents are replaced or added as accompanying attachments, state the title of the document and the specific page number(s) removed and/or added. (e.g., Delete Section 01011 - Summary pages 1-6 and add the attached Section 01011 - Summary pages 1-10.). Be certain to remove this note before final document is printed.]

[NOTE: Add Month/Date/Year. Be certain to remove this note before final document is printed.]

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on _____, are amended as follows:

[NOTE: If the bid date is being changed add Month/Day/Year; if not, delete this sentence. Be certain to remove this note before final document is printed.]

The Bid date for this Project stated in Document 00130 - Invitation to Bid shall be changed to: 2:00 PM, on _____.

Information to Bidders The following is provided to Bidders for information only:

[NOTE: Include items under this heading such as Pre-bid meeting attendance list, soils report, etc.; items that should not be contractual, but are useful information to Bidders. Delete this heading and introduction if not applicable for this Addendum. Be certain to remove this note before final document is printed.]

1.

2.

[NOTE: Include Bidder/Proposer questions and answers to those questions. If questions are resolved by a contractual change, reference the contract section and make the appropriate change in one of the sections below. Delete this heading and table if not applicable for this Addendum. Be certain to remove this note before final document is printed.]

Q1.	
A1.	
Q2.	
A2.	

Q3.	
A3.	

[NOTE: Under the following sections, include changes to those documents under the heading with this same title found in Document 00010 - Table of Contents, (including changes to previous addenda). Format for revisions provided below. Delete sections if not applicable to this addendum. Be certain to remove this note before final document is printed.]

Bidding Requirements

1. Add the following section(s):

- a. Document, Sec. __, Subparagraph __, Page ____
- b. Document, Sec. __, Subparagraph __, Page ____

[OR]

2. Delete the following section(s):

- a. Document, Sec. __, Subparagraph __, Page ____
- b. Document, Sec. __, Subparagraph __, Page ____

[OR]

3. Delete and replace the following section(s):

- a. Delete Document, Sec. __, Subparagraph __, Page ____ and replace with the following Document, Sec. __, Subparagraph __, Page ____:
- b. Delete Document, Sec. __, Subparagraph __, Page ____ and replace with the following Document, Sec. __, Subparagraph __, Page ____:

Contracting Requirements

- 1.
- 2.

Specifications

- 1.
- 2.

Drawings:

- 1.
- 2.

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.



REQUEST FOR INTERPRETATION

Project Number _____

Project Title _____

Contractor _____

RFI Number _____ Date _____

From: _____

To: _____

Re: _____

Spec. Sec. Ref: _____ Paragraph: _____ Drawing Ref: _____ Detail: _____

Signed: _____

Response: _____

Attachments

Response From: _____ To: _____ Date Transmitted: _____ Date Rec'd: _____

Signed: _____

Design Professional

Signed: _____

Owner's Representative

- Distribution:
- Owner
 - Contractor
 - Construction Manager
 - Design Professional
 - Consultant _____
 - Other _____



SUPPLEMENTAL DESIGN INSTRUCTION

Project Number _____

Project Title _____

To Contractor _____

From: _____ SDI No _____ Issue Date: _____

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Price or Contract Times. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Price or Contract Times.

Description:

Attachments (*List*)

(Signature) Design Professional

Date

- Distribution:
- Owner
 - Contractor
 - Construction Manager
 - Design Professional
 - Consultant _____
 - Other _____



REQUEST FOR PROPOSAL

Project Number _____

Project Title _____

To Contractor _____

From: _____ RFP No _____ Issue Date: _____

Please submit an itemized proposal for changes in the Contract Price and Contract Times for proposed modifications to the Contract Documents described herein. Submit proposal within _____ days, or notify the Owner in writing of the date on which you anticipate submitting your proposal.

This is NOT a Change Order, a Work Change Directive or a direction to proceed with the work described in the proposed modifications.

Description: _____

Attachments _____

Prepared by Design Professional _____

Prepared by Construction Manager _____

REQUESTED by OWNER'S Representative _____

- Distribution:
- Owner
 - Contractor
 - Construction Manager
 - Design Professional
 - Consultant _____
 - Other _____



CHANGE ORDER

Project Number _____

Project Title _____

Change Order No: _____ Date of Issuance: _____

Ordinance No: _____ Ordinance Effective Date: _____

Contract Notice To Proceed Date: _____

To CONTRACTOR:

The Contract is changed as follows: _____

This Change Order constitutes compensation in full on behalf of the Contractor and its subcontractors and suppliers for all costs, including impact costs and extended general conditions, and markups directly and indirectly attributable to the Work changes ordered herein, for all delays related thereto and for performance of the changes within the time stated. Contractor hereby releases all claims for delay, interruption, extended general conditions, impact and cumulative impact claims for this Work.

[Note: Identify the specific attachments; example: "Attachment A, Additional Scope of Services." Delete all notes before printing final]

See Attached Document(s).

[Note: If the CO does not change the Contract Price, use "Director" instead of "Director of Finance"]

Not valid until signed by the Director of Finance.

The original Contract Price was _____ \$0.00

Net change by previously authorized Change Orders _____ \$0.00

The Contract Price prior to this Change Order was _____ \$0.00

The Contract Price will be (increased by) (decreased by) (unchanged) _____ \$0.00

The new Contract Price including this Change Order will be _____ \$0.00

[Note: If revised, establish and enter new dates. If unchanged, enter current contract dates.

If you are only changing the Final Completion date, add the following reference:

"The Contract Time for Final Completion will be . . ."]

The Contract Time will be (increased by) (decreased by) (unchanged) _____ () calendar days

The date of Substantial Completion as of the date of this Change Order therefore is _____ Enter Date

The date of Final Completion as of the date of this Change Order therefore is _____ Enter Date

Project No. & Title
 Change Order No.

[Note: Include any required additional signatures.]

DESIGN PROFESSIONAL:	By: Title:	Date:
CONTRACTOR:	By: Title:	Date:
CITY:	By: Title:	Date:

Approved as to form: _____
 Assistant City Attorney

[Note: If this CO does not change the Contract Price, delete the cert. of funds by Finance Director but send signed copy to Finance.]

I certify there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation.

 Director of Finance By: _____ Date

- Distribution: CITY
 CONTRACTOR
 DESIGN PROFESSIONAL

REMINDER: CONTRACTOR is responsible for considering the effect this Change Order may have on its ability to meet or exceed the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. If CONTRACTOR will not be able to achieve the approved participation amounts in performing the work included within this Change Order, or if CONTRACTOR needs to retain the services of additional D/M/WBEs not previously listed in its CUP, CONTRACTOR is advised to submit a Request for Modification/Substitution.



WORK CHANGE DIRECTIVE

Project Number _____

Project Title _____

No.: _____ Date of Issuance: _____

TO:
(CONTRACTOR)

You are directed to proceed promptly with the following work:

Description:

Purpose of Work Change Directive:

Attachments: *(List documents supporting change)*

If the above work results on a change in the Contract Price or Contract Times, any request for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price:

Method of determining change in
Contract Times:

- Unit Prices
- Lump Sum
- As Stipulated in General Conditions
- Other _____

- CONTRACTOR's Records
- DESIGN PROFESSIONAL's Records
- City's Records
- Other _____

Estimated increase (decrease) in Contract Price:
\$ _____

Estimated increase (decrease) in Contract Times:
Substantial Completion: _____ days;

If the change involves an increase, the estimated Amount is not to be exceeded without further authorization.

Final Completion: _____ days.
If the change involves an increase, the estimated times are not to be exceeded without further authorization.

Recommended:

Recommended:

Recommended:

DESIGN PROFESSIONAL

Construction Manager

City

By (Authorized Signature)

By (Authorized Signature)

By (Authorized Signature)

- Distribution:
- City
 - Contractor
 - Construction Manager

- Design Professional
- Consultant
- Other

WORK CHANGE DIRECTIVE (“WCD”) INSTRUCTIONS

[Note: Do not attach these instructions to the WCD Form]

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order. If the WCD may result in an increase in the Contract Price, a contract impact cost analysis must be performed prior to issuing the WCD. Availability of funds and authorization to expend funds must be part of the analysis.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the Contract Times a Supplemental Design Instruction may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Based on conversations between Design Professional, City’s Representative and CONTRACTOR, Design Professional must complete the following:

DESCRIPTION: shall include a summary of the Work included in the WCD. Additional information may be attached to the WCD to further define the scope.

PURPOSE OF WORK CHANGE DIRECTIVE: will identify clearly if the Work included in the WCD is an addition, deletion, revision, or some combination.

ATTACHMENTS: shall identify all attachments included in and made a part of the WCD. Be certain that attachments are clearly labeled.

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another WCD must be issued to change the estimated price. Do not leave blank spaces or write “To be determined” (or “TBD”). An estimated dollar figure must be assigned to the Work. If the WCD is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked “No Change in Price”.

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decrease in Contract Times. If the change involves an increase in the Contract Times and the estimated times are approached before the additional or changed Work is completed, another WCD must be issued to change the times or CONTRACTOR may stop the changed Work when the estimated times are reached. Do not leave blank spaces or write “To be determined” (or “TBD”). If the WCD is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked “No Change in Times”.

Once Design Professional has completed and signed the form, all copies should be sent to CITY for authorization because Design Professional does not have authority to authorize changes in Price or Times. Once authorized by CITY, a copy must be sent by Design Professional to CONTRACTOR. Price and Times may only be changed by Change Order signed by CITY, Design Professional, and CONTRACTOR. If the value of the work included in the WCD exceeds the contingency or budget available for the contract, staff must obtain written approval from the Director or his or her designee before the WCD is issued. A Director or his or her designee may not approve a WCD that will exceed City Council authorization. If the work included in the WCD is needed as a result of an emergency, staff may proceed with the issuance of the WCD without

prior written approval even if the value of the work added is expected to exceed the contract contingency balance.

Once the Work covered by this directive is completed or final cost and times are determined. CONTRACTOR must submit proper documentation for inclusion in a Change Order.

IF THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES A CHANGE ORDER, IF ANY, MUST BE PROCESSED PROMPTLY.

01015 PROTECTION OF EXISTING PROPERTY

A. GENERAL

The Contractor shall protect existing public and private property from damage by construction operations, including the following.

1. Confine all work, equipment, and personnel within the limits of the existing right-of-way.
2. Take all precautions required to preserve and protect all existing trees, shrubs and other improvements located within the project right-of-way and easements except those items designated to be removed by this contract. The Contractor will be responsible for any damaged caused by careless or reckless work in the vicinity of any trees or shrubs along the project. All damages to trees or shrubs that are not indicated on the plans to be removed shall be reported to both the Kansas City Parks Department at 816-513-9550 and the Engineer for immediate care or replacement.
3. Where fences are to be breached on private property, the owners thereof shall be contracted and arrangements made to ensure proper protection of any property thus exposed.
4. The applicable requirements specified for protection of the Work shall also apply to the protection of existing property.
5. Before acceptance of the Work by City, Contractor shall replace or repair all existing improvements damaged by his operations.
6. All property pins removed or displaced shall be set to its original location.
7. Contractor staging areas shall be clean and maintained at all times. Care shall be taken to prevent chemical spills that could contaminate the soil and inhibit plant growth. All contaminated soil shall be removed from the site and replaced with acceptable material at the Contractor's expense.

B. PAYMENT

No separate payment will be made for protection of existing property. All costs pertaining to this item shall be included in the contract prices of other items as listed in Section 00412, Unit Prices.

END OF SECTION

01100 SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Furnish all necessary labor, supervision, materials, supplies, tools and equipment to complete the work described herein as per the Contract Documents.

This is a public improvement project known as:

Broadway Bridge over 30th Street
Project Number: CITY # 89005561

DESCRIPTION:

The project consists of rehabilitating the Broadway Bridge over 30th Street. Work includes rehabilitation of the existing abutment, retaining walls, barrier curb, wingwalls, deck surface repair through hydrodemolition and concrete patching.

The roadway portion of the project consists of storm sewer repairs, pavement modifications, sidewalk modifications, permanent signage and pavement marking, and lighting.

- B. Design Professional Identification: The Contract Documents, except for the retaining wall and abutment rehabilitation, were prepared for the Project by **HDR, Inc. 4435 Main St, Suite 1000, Kansas City, MO 64111**. The retaining wall and abutment rehabilitation plans were prepared by **Taliaferro & Browne, Inc. 818 Grand Blvd., Suite 1000, Kansas City, MO 64106**.

1.3 CONTRACT

- A. Project will be constructed under a general construction contract.

1.4 USE OF PREMISES AND WORK SEQUENCE

- A. General: Contractor shall have use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited by Owner's right to perform work or by the Union Pacific Railroad and as stated herein.
- B. CONTRACTOR may use permanent right-of-way, easements and temporary easements, and easements obtained for this project, which define the project limits for this construction activity; however, CONTRACTOR must coordinate with the adjacent landowners (Tarbe Trust and EA Nelson) to restore the work area to original conditions and anything that must be moved to accomplish the work must be put back to its original location. If the CONTRACTOR needs additional space

for materials and equipment storage areas, field office location, waste area, and waste removal, CONTRACTOR shall make his own arrangements. Any additional easements and access to private property, which is desired outside of the project limits, is the responsibility of the CONTRACTOR.

- C. When private properties are used for any of the preceding reasons, the CONTRACTOR shall contact the Engineer prior to usage of the property to form a three party agreement between the City, the CONTRACTOR and the PropertyOwner.
- D. Work Sequence shall follow the construction sequencing plan provided in the plans. If the contractor request modifications to the Engineer's constructing sequencing plan, the contractor must submit a plan based on the time frames and requirements of the drawings and specifications. The contractor must receive proper approval before implementing their plan.

1.5 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION 01100



APPLICATION FOR PAYMENT

Project Number _____

Project Title _____

Final Payment⁵

CONTRACTOR _____

Address _____

Application Number²: _____

Date: _____

Ordinance/Resolution Number: _____

Effective: _____

PO Number _____

Vendor Number _____

Application for Work Accomplished from _____ to _____

Original Contract Price	[1]		\$	-
Net by Change Orders through _____		[2]	\$	-
Current Contract Price (1+2)		[3]	\$	-
Completed Work	[4]	\$	-	
Disputed Amounts ³	[-]	[4a]	\$	-
Stored Material ⁴	[5]	\$	-	
Disputed Amounts ³	[-]	[5a]	\$	-
Total Completed and Stored to Date (4+5)		[6]	\$	-
Previous Payments	[7]	\$	-	
Previous Retainage	[8]	\$	-	
Total Previous Applications (7+8)		[9]	\$	-
Amount This Application (6-9)		[10]	\$	-
Less Retainage This Application (5%)		[-]	[11]	\$ -
Release of Retainage		[12]	\$	-
Total Due This Application (10-11+12)		[13]	\$	-
Liquidated Damages				
Completion of Work	[14]	\$	-	[-] \$ -
Prevailing Wage ⁷	[15]	\$	-	[-] \$ -
MBE/WBE Program ⁷	[16]	\$	-	[-] \$ -
Workforce Program ⁷	[17]	\$	-	[-] \$ -
Total Amount Due Contractor (13 - 14 through 17)		[18]	\$	-

Accompanying Documentation: ^{1, 2, 3, 4, 5, & 6} and any other information as necessary.

NOTE: Initial all figures on this Application and on the Schedule of Values that are changed to correct errors or conform to the amount recommended. Attach explanation of changes that have been made.

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (a) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by all prior Applications for Payment; (b) at time of payment, title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (c) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (d) all manufactured goods or commodities used or supplied for this Project are in compliance with Kansas City's Buy America ordinance.

By _____
 Contractor Authorized Representative (Print) Signature

Date _____

State of _____)
)SS
 County of _____)

Subscribed and Sworn to before me this _____ day of _____, _____.

My commission expires:

Notary Public: _____

DESIGN PROFESSIONAL's Recommendation of Payment:

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the DESIGN PROFESSIONAL recommends to the OWNER that to the best of the DESIGN PROFESSIONAL's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Name of firm (Print) DESIGN PROFESSIONAL (Print) (Signature)

Date: _____

Construction/Program Manager's Recommendation of Payment: (if applicable)

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the Construction/Program Manager recommends to the OWNER that to the best of the Construction/Program Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Construction/Program Manager firm (Print) Authorized Representative (Print) (Signature)

Date: _____

City's Representative's Agreement with Recommendation of Payment

City's Representative(print) (Signature) (Date)

City's Approval

The amount previously recommended is approved for payment.

Director or Designee (Print) (Signature) (Date)

¹See General Conditions Article 14.02 A and B

²Proof of tax compliance if 1st payment and if Contract amount exceeds \$150,000.00

³Schedule of Values—Denote any amounts currently disputed in this application. Attach additional dispute documentation if required.

⁴If requesting payment for stored materials, see General Conditions Article 14.02 A.1

⁵If final payment, current proof of tax compliance if Contract is longer than 1 year and amount exceeds \$150,000.00.

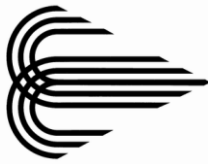
⁶ Per General Conditions Sec. 14.02 attach a copy of the most recent 00485.01 M/WBE Monthly Utilization Report, 00485.02

Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report CONTRACTOR has submitted to the City's Human Relations Department

⁷Applicable only if final payment

REMINDER: CONTRACTOR is responsible for meeting or exceeding the the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendements modifying the amount CONTRACTOR is to be compensated will have correspondingly impacted the amount of compensation due D/M/WBEs for purposes of meeting or exceeding the Bidder/Proposer participation. CONTRACTOR is again reminded to consider the effect of any Change Order or amendment, and to submit a Request for Modification/Substitution if appropriate.

Distribution: Owner Project Manager
 Contractor Design Professional
 Construction Manager _____



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project Number _____ Project Title _____

From Contractor _____ To _____ Date _____

Spec. No.	Section Title	4	Firm, Address (Check box if Supplier)	Phone, FAX and e-mail	Contact

Attachments:

Signed by: _____ Date _____

Distribution: Owner Contractor Construction Manager Design Professional Consultant Other



DAILY LABOR FORCE REPORT

Project Number _____ Day _____ Date _____

Project Title _____

Contractor _____

Subcontractor _____

Weather: (Indicate if weather prevented work and why) _____

Shift: (circle) 5–8 hr Days 4–10 hr Days Other _____

* This report *MUST be completed and turned in* for EACH DAY until FINAL COMPLETION.

Worker's Full Legal Name	Occupational Title or Classification Group & Skill	Hours Worked & Time (i.e. 10AM – 4PM)	Race & Gender

I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ABOVE IS TRUE AND COMPLETE.

Contractor/Subcontractor Representative:

Complete Name: (print) _____ Title: (print) _____

Signature: _____

Page ____ of ____

Distribution: City Department Contractor Subcontractor Other



CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Number _____

Project Title _____

CONTRACT FOR: _____

CONTRACTOR: _____

DATE OF ISSUANCE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Design Professional's and/or Construction Manager's best knowledge, information and belief, to be substantially complete. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

CONSTRUCTION MANAGER BY _____ DATE _____

DESIGN PROFESSIONAL BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

CONSTRUCTION MANAGER BY _____ DATE _____

DESIGN PROFESSIONAL BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER'S REPRESENTATIVE BY _____ DATE _____

Distribution: Owner
 Contractor
 Construction Manager
 Design Professional
 Consultant _____
 Other _____



PUNCH LIST

Project Number _____

Project Title _____

CONTRACTOR _____

From _____ Site Visit Date _____

The following items require the attention of the CONTRACTOR for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

Item No.	Location (Area)	Description	Correction/Completion Date	Verification Check
----------	-----------------	-------------	----------------------------	--------------------

Attachments

Signed by: _____ Date: _____
DESIGN PROFESSIONAL (Firm/In House)

- Distribution:
- OWNER
 - CONTRACTOR
 - DESIGN PROFESSIONAL
 - Consultant _____
 - Other _____



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the OWNER on Project No. _____ and Project Title _____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3. Prevailing wage does not apply; or

All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) ___ Met or exceeded the Contract utilization goals; or
- (✓) ___ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) ___ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$123,500.01, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public



DEVELOPER AFFIDAVIT FOR FINAL CLOSE-OUT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____
(Title) (Redeveloper)
that entered into a Redevelopment Agreement with _____ on Project No. _____
(Statutory Agency) (if applicable)
and Project Title _____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3. (✓) ___ Prevailing wage does not apply; or

(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order in effect at the time of the Redevelopment Agreement carrying out the Contract and Work. REDEVELOPER has fully complied with the requirements of the prevailing wage law as required in the Redevelopment Agreement and has attached affidavits from all Subcontractors, including the General Contractor, on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Annual Wage Order applicable to this project.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted (attach additional sheets if needed).

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____

Area/Scope*of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to this form.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) ___ Met or exceeded the Contract utilization goals; or
- (✓) ___ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) ___ No goals applied to this Project.

5. REDEVELOPER certifies that each Subcontractor, including the General Contractor, has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the REDEVELOPER for the purpose of securing from _____ (name of the Statutory Agency) the certification of completion of the Project and receiving the requested tax incentive therefore.

8. If the Contract amount exceeded \$150,000, REDEVELOPER has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, REDEVELOPER has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from REDEVELOPER.

REDEVELOPER _____

By _____
(Authorized Signature)

Title _____

NOTARY

On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the
_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of
_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

Total Dollar Amount of Subcontract and all Change Orders: \$_____

City Certified MBE WBE DBE NA

List certifications: _____

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: _____

(Signature)

(Print Name)

(Title)

(Date)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

By _____

Print Name

Title

A. GENERAL

1. All construction activities shall be coordinated with utility owners.
2. All construction activities shall be coordinated with the Kansas City, Missouri Public Works and Parks Department, and Missouri Department of Transportation.
3. All construction activities shall be coordinated with adjacent businesses and/or property owners affected by construction of these improvements at least 24 hours in advance.
4. All construction activities and traffic control shall be coordinated with the area events including RockFest and their planned closure of W. 29th Street on May 30th, 2015.
5. All construction activities shall be coordinated with traffic control from various projects in the area. Full cooperation of the contractors involved, in careful and complete coordination of their respective activities in the project and traffic control area, will be required.

B. PAYMENT

No separate payment will be made for project cooperation. All costs pertaining to this item shall be included in the contract prices of other items as listed in Section 00412, Unit Prices.

END OF SECTION

A. GENERAL

1. The CONTRACTOR, or a Representative duly authorized to act for the CONTRACTOR, shall continually be present at the site of the work while work is in progress for the duration of this project. In the absence of the CONTRACTOR or his representative, CONTRACTOR shall provide suitable communication equipment, to ensure receipt of messages within one (1) hour, 24 hrs-7 days per week.
2. Contractor shall designate, in writing, a duly authorized Representative(s) at the preconstruction meeting. OWNER's Representative shall be notified, in writing, within five (5) working days of any changes in the CONTRACTOR'S Representative(s).
3. Contractor shall designate, in writing, the company safety officer and telephone number at the pre-construction meeting.

B. PAYMENT

No separate payment will be made for this item. All costs pertaining thereto shall be included in the Contract Unit Prices of other items as listed in the Line Item Pricing.

END OF SECTION



DAILY FIELD OBSERVATION REPORT

Project Number _____

Project Title _____

Contractor _____

Report Number _____ Date _____ Time _____

Weather

- Clear Snow
 Overcast Foggy
 Rain Cold

- Warm
 Hot
 Temperature Range _____

Site Conditions

- Clear Dusty
 Muddy _____
 Temperature Range _____

Day

- Monday Thursday
 Tuesday Friday
 Wednesday _____

Persons Contacted: _____

Work Observed: _____

Items Discussed: _____

Materials Delivered: _____

Requested Revisions or Interpretations: _____

Nonconforming Work Reported This Date To Contractor: _____

Remarks: _____

Attachments _____

Signed by: _____

Date: _____

- Distribution: Owner
 Contractor
 Construction Manager
 Design Professional
 Consultant _____
 Other _____



PERIODIC FIELD OBSERVATION REPORT

Project Number _____

Project Title _____

Contractor _____

Report Number _____ Date _____ Time _____

Weather

- Clear Snow
 Overcast Foggy
 Rain Cold

Site Conditions

- Warm Clear Dusty
 Hot Muddy _____
 Temperature Range _____

Day

- Monday Thursday
 Tuesday Friday
 Wednesday _____

Persons Contacted:

Work Observed:

Items Discussed:

Remarks:

Attachments

Signed by: _____

Date: _____

- Distribution: Owner
 Contractor
 Construction Manager
 Design Professional
 Consultant _____
 Other _____



WEEKLY REPORT OF WORKING DAYS

Project Number _____

Project Title _____

Contractor _____

Report Number _____ Week Ending: _____

DATE:	WORKING DAY	REMARKS		
TOTAL THIS WEEK	PREVIOUSLY	TOTAL TO DATE	WORKING DAYS IN CONTRACT	REMAINING OR OVERTIME

Signed by OWNER'S REPRESENTATIVE _____ Date: _____

Signed by CONTRACTOR _____ Date: _____

Distribution: OWNER CONTRACTOR Construction Manager Design Professional Consultant Other

A. GENERAL

1. This section supplements the requirements of General Condition 6.18. These procedures shall apply to all types of submittals including shop drawings, bar lists, samples and material certifications, and supporting documentation.
2. Contractor shall provide to the Engineer no less than six (6) copies of all shop drawings and material certifications in accordance with Section 01400, Testing and Control of Work, Materials and Submittals. If the Contractor requires more than three (3) copies of “approved” submittals to be returned, additional copies shall be included with the original submittal. All additional copies will be returned to the Contractor.
3. Review action by the Engineer will be distributed as shown:

<u>Action by Engineer</u>	<u>Retained</u>	<u>Returned to Contractor</u>	<u>Number Required for Re-Submittal</u>
Approved	3	3	0
Approved if Corrected as noted	3	3	0
Correct & Re-Submit	1	5	6
Not Approved	1	5	6

4. “Approved if corrected as noted” will be used only for very minor corrections and obvious typos. Engineer will reject all submittals not properly stamped or annotated with Contractor’s approval. Engineer may reject submittals of marginal legibility.
5. Portions of the Work requiring a shop drawing, sample or material certification shall not begin until the Engineer has approved the Shop drawing, sample or certification. A copy of all approved submittals shall be kept in good order by the Contractor at the site and shall be available to the Engineer.
6. The approval of any shop drawing or bar list which substantially deviates from the requirements of the contract must be evidenced by a change order.

B. PAYMENT

No separate payment will be made for shop drawings and submittals. All costs pertaining to this item shall be included in the contract prices of other items as listed in Section 00412, Unit Prices.

END OF SECTION



TRANSMITTAL LETTER

Project Number _____

Project Title _____

TO: _____ Date _____
 _____ Re: _____

 ATTN: _____

We are sending you Attached Under separate cover via _____ the following items:
 Shop Drawings Prints Drawings Samples Specifications
 Copy of Letter Change Order _____

Copies	Date	No.	Description

These are transmitted as checked below:

For Approval Approved as Submitted Resubmit _____ Copies for Approval
 For Your Use Approved as Noted Submit _____ Copies for Distribution
 As Requested Returned for Corrections Return _____ Corrected Prints
 For Review and Comment _____

Remarks: _____

By: _____

- Distribution:
- Owner
 - Contractor
 - Construction Manager
 - Design Professional
 - Consultant
 - Other

A. CONTRACTOR RESPONSIBILITY

1. The Contractor will be fully responsible for complying with the Technical Specifications, Plans and other Contract Documents and shall obtain such certificates of compliance and have such tests made as will assure him of full compliance. Copies of such certificates and test reports shall be furnished to the Engineer prior to payment of pay items.
2. Manufacturers shall provide test facilities and personnel as required by the Technical Specifications and shall have such tests made as required to assure full compliance with the Contract Documents.
3. The Owner will arrange for testing laboratories to perform field-testing as desired by the Owner. Such testing, or failure to test, on the part of the Owner shall in no way relieve the Contractor of complete responsibility for furnishing materials and constructing the Project in accordance with all of the Contract Documents. Testing services arranged by the Owner will be paid for by the Owner.

B. CERTIFICATIONS OF COMPLIANCE

1. The Contractor, prior to payment for the items, shall submit in triplicate certificates of compliance from manufacturers, producers, fabricators and suppliers for items to be incorporated in the work attesting that all items and materials supplied in connection with the work conform to the requirements of the Specifications, as provided in the various sections of these Contract Documents.
2. Whenever the items so certified deviate from the requirements of the Technical Specifications, Plans and other Contract Documents, then the Contractor shall point out such deviation in the letter of transmittal. Unless this procedure is followed and such deviations are specifically approved by the Engineer in writing, then the Engineer's approval of such certifications will not constitute approval of the deviations.
3. Said certificates may be accepted by the Owner and Engineer as adequate evidence of compliance with the Contract Documents. However the Owner may opt to test any or all of said items for compliance. If these items are found to be in compliance with the Contract Documents, then the cost of testing will be borne by the Owner. If these items are found not to be in compliance, then the Contractor shall pay the Owner for such testing.

C. CERTIFICATIONS, SHOP DRAWINGS AND TESTING REQUIREMENTS

1. Specific requirements for certifications, shop drawings and testing are given in the following subparagraphs.
2. Manufactured items, as follows, will require certificates of compliance, with shop drawings, catalog data or installation instructions where so indicated.
 - a. Reinforced concrete pipe, fittings and specials (Shop drawings required for all fittings and specials, including branch connections, and riser manholes).
 - b. Joint materials for reinforced concrete pipe.
 - c. Corrugated steel pipe, fittings and specials (Shop drawings required as in Paragraph 2.a. above).
 - d. Ductile iron pipe and fittings.
 - e. Asphalt cement for asphaltic concrete.
 - f. Portland cement.
 - g. Precast concrete manholes and inlets.
 - h. Reinforcing steel and welded wire fabric for all reinforced concrete work.
 - i. Structural steel and metal work shop drawings required for fabricated items.
 - j. Iron castings.
 - k. Fertilizer, seed and mulch.
 - l. Sod (considered as manufactured material for compliance purposes). Engineer shall be given opportunity to inspect sod field prior to delivery to project.
 - m. Paver bricks.
 - n Street light luminaries and miscellaneous light equipment.
 - o. Traffic signal equipment
 - p. Other items as requested by Owner.
3. Rock and Sand Products will require certificates of compliance as follows:
 - a. Aggregates for Portland cement.
 - b. Aggregates for asphaltic concrete.
 - c. Aggregates for granular fill (pipe bedding or underdrains).
4. Backfill: It is recognized that, due to mixing of types of materials found in City Construction, it may sometimes be difficult to correlate actual performance with test results. The Engineer may make notations of waiver on certain field moisture-density test reports when, in his judgment, the Specification requirements have been met on the basis of visual inspection and the test

**01400 TESTING AND CONTROL OF WORK,
MATERIALS AND SUBMITTALS**

01400-3

reports do not truly indicate the field condition. However, the Contractor will be fully responsible for settlement of backfill.

5. Concrete:

- a. The actual mix proportions shall be determined by the Contractor, based on satisfactory experience with the proposed materials and MCIB mix. Mix proportions, typical test reports and complete data on materials and plant, which support their acceptability under the Specifications, shall be submitted to the Engineer in triplicate for concurrence before beginning concrete work.
- b. Acceptance of concrete for strength shall be as stipulated in Section 2.2 "Performance and Design Requirements" of MCIB Section 3.
- c. Air content shall be measured in accordance with the requirements of ASTM C 173.
- d. Visual inspections and tests for performance of concrete may be made by the Engineer to satisfy him that consistency, air content, minimum compressive strength, materials, gradation and cement content are in compliance with the Technical Specifications. Such inspections and tests will be in accordance with MCIB Bulletin No. 6, "Concrete Inspection," and the applicable parts of MCIB Section 3, "Concrete Mix Design Tables."

6. Asphaltic Concrete Mix: The provisions of Paragraph 5.a. above shall apply to asphaltic concrete mix, except delete the reference to "MCIB".

D. PAYMENT

No separate payment will be made for testing and control of work, materials and submittals. All cost pertaining to this item shall be included in the contract prices of other items as listed in Section 00412, Unit Prices.

END OF SECTION

A. GENERAL

Due to the location and nature of the work, specific requirements for protecting private and public property and right of access will be enforced. The following represent the minimum criteria that the Contractor shall meet regarding protection of existing parking areas and pedestrians:

1. Confine all work, equipment, and personnel within the limits of the existing right-of-way.
2. Take all precautions necessary to preserve and protect public access to all existing businesses and other improvements located within the project right-of-way.
3. Coordinate construction activities with Adjacent Property Owners through the City.
4. Provide for safe passage of vehicles and pedestrians utilizing adjacent properties.
5. Take necessary precautions to prevent damage to vehicles driving through or parking in the areas under the bridge.
6. Also see Section 01015, Protection of Existing Property.

B. PAYMENT

No separate payment will be made for protection of parking areas and pedestrians. All costs pertaining to this item shall be included in the contract prices of other items as listed in Section 00412, Unit Prices.

END OF SECTION

A. General:

1. This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site; for the arrangement of work, permits, and temporary facilities; and for costs incurred prior to beginning work.
2. The lump sum price for Mobilization will not be adjusted for changes in the scope of work. For lengthy delays, CONTRACTOR may ask for remobilization cost, but if accepted, it will be part of the new work/pay item.

B. Payment:

1. Payment shall be made at the contract lump sum price for "Mobilization" as listed on the Unit Price schedule. Except on the first partial payment "Mobilization" shall not exceed 50% of the total request.
2. On large projects where various operations or subcontractors are mobilized over an extended work schedule, partial payment will be made as follows:
 - a. When 5% or more of the original contract amount is earned, 25 percent of mobilization will be paid, except payment for mobilization shall not exceed 50% of the total request.
 - b. When 10% or more of the original contract amount is earned, an additional 25 percent will be paid.
 - c. When 30% or more of the original contract amount is earned, an additional 25 percent will be paid.
 - d. When 50% or more of the original contract amount is earned, the remaining 25 percent will be paid.

A. General:

1. CONTRACTOR shall provide a field office building, located as directed by the Engineer, for the exclusive use of the Engineer during the contract time period. The structure(s) shall consist of a trailer or other portable type structure having a minimum floor area of 250 square feet. The structure shall be water-tight, with suitable screened windows and lockable door, and shall be provided with heating, air-conditioning, and lighting facilities. The office shall be equipped with a desk, wheeled office chair, four-drawer letter file cabinet, conference table with six chairs, drinking water, and toilet facilities. CONTRACTOR shall provide electric power service; and shall assume maintenance expenses of electricity, high speed internet, water, and heating fuel.
2. Handicap accessibility is (not) required. However CONTRACTOR shall provide and reserve two parking slots with convenient mud-free access to the field office.
3. The office shall remain the property of the CONTRACTOR and shall be removed from the site upon completion of the work. CONTRACTOR's insurance shall carry insurance in the name of the City and Engineer, or by other means, be responsible for all contents and property of the City and Engineer.

D. Payment:

Payment shall be made at the contract Unit Price for "Office for the Engineer" as listed in the Section 00412, Bid Form-Unit Prices. Such payment and price shall constitute full compensation for all labor, materials, and equipment necessary to complete the items. Partial payments will be allowed on the next payment estimate as follows:

1. When 5 percent or more of the original contract amount is earned, 25 percent.
2. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
3. When 50 percent or more of the original contract amount is earned, an additional 25 percent.
4. When 75 percent or more of the original contract amount is earned, the final 25 percent.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

END OF SECTION



SUBSTITUTION REQUEST

Project Number _____

Project Title _____

To: _____

Authorization Number: _____

Re: _____

From: _____

Date: _____

Contract For: _____

Specification Title: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone No. _____

Trade Name: _____ Model No. _____

Installer: _____ Address: _____ Phone No. _____

History: New Product 2-5 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached – REQUIRED

Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance, service, and availability of replacement parts, as applicable, are available.
- Proposed substitution will not affect or delay Progress Schedule, except as stated below.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances, except as stated below.
- Payment will be made for changes to building design, including architectural or engineering design, detailing, licenses, royalties, and construction costs caused by the requested substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be completed in all respects.

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Design Professional: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution: _____

Proposed substitution changes Contract Time: No Yes; add/deduct _____ days.

Supporting Data Attached:

Product Data Drawings Tests Reports Samples _____

Attachments: _____

Submitted by: _____

Signature: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer DP _____

DESIGN PROFESSIONAL'S REVIEW AND ACTION

- Substitution approved – Make submittals in accordance with Specification Section 01300.
- Substitution approved as noted – Make submittals in accordance with Specification Section 01300.
- Substitution rejected – Use specified materials.
- Substitution Request received too late – Use specified materials.

Signed by: _____ Date: _____

-
- Distribution:
- Owner
 - Design Professional
 - Contractor
 - Consultant
 - Construction Manager
 - Other

A. GENERAL

This work shall consist of providing the necessary surveying and staking to successfully complete the construction of the project. The Engineer will provide all the project control points and benchmark data necessary to layout the job as indicated on the plans. Except as specified herein, the Contractor shall provide all other surveying and staking including but not limited to recovery and perpetuation of project horizontal and vertical control networks, additional project control points and benchmarks, centerline stakes, slope stakes, pipe stakes and all reference and grade stakes locating all drainage, roadway and bridge structures as necessary for the successful completion of the work. Control network perpetuation and construction staking work shall be in accordance with generally accepted surveying practices and provisions herein.

B. PRESERVATION OF EXISTING MONUMENTS

The Contractor shall be responsible for the preservation of all Geographic Reference Stations, State of Missouri and City of Kansas City Missouri maintained benchmarks, section corners, property monuments of any kind and other reference marks set by the City or any other governmental authority as shown on the plans or informed of in writing.

1. The Contractor shall give written notice to the Chief of Surveys for the Kansas City Missouri Public Works Department at least five (5) working days in advance of any need to disturb or destroy any of the above listed monumentation and shall submit a copy of said notice to the Engineer.
2. The Contractor shall not disturb nor destroy any of the above listed monumentation without specific written approval from the Chief of Surveys.
3. Only a Professional Land Surveyor registered in the State of Missouri shall perform the surveying to reset or replace any of the above listed monumentation. The Professional Land Surveyor shall follow all rules, regulations, provisions and laws of the State of Missouri, as applicable.
4. If any of the above listed monumentation is used as a project control point or project benchmark, then the procedures outlined in this section, "B. Preservation of Existing Monuments", shall take precedence over the procedures outlined below in section "C. Recovery, Perpetuation and Checking" for project control points and project benchmarks.

5. The cost of replacement of any of the above listed monumentation carelessly or willfully destroyed or disturbed by the Contractor will be charged against the Contractor and deducted from the payment for work.

C. RECOVERY, PERPETUATION AND CHECKING

The Contractor shall be responsible for the perpetuation and preservation of the project horizontal and vertical control networks. Prior to construction the Contractor shall recover and check all project control points and project benchmarks for positional tolerance. The Contractor shall also check construction match points for correct alignment and elevations.

1. The Contractor shall recover and check the relative horizontal positions of all project control points by checking each control point with at least two other project control points. On plans that have only two project control points, the distance between them shall be checked. Where a project control point position has changed more than plus or minus one-half inch (1/2in) from the plan position, a full explanation of the situation and supportive documentation shall be submitted by the Contractor to the Engineer within two (2) working days of the discovery. The Engineer will review the data, validate the problem and inform the Contractor in writing of a method of resolution within three (3) working days of notification.
2. The Contractor shall recover and check the relative elevations of all project benchmarks and control points by running a 3-wire level loop using the project benchmarks and control points as turning points in the loop. Where an elevation has changed more than plus or minus one-quarter inch (1/4in) from the plan position, a full explanation of the situation and supporting documentation shall be submitted by the Contractor to the Engineer within two (2) working days of the discovery. The Engineer will review the data, validate the problem and inform the Contractor in writing of a method of resolution within three (3) working days of notification.
3. The Contractor shall not disturb nor destroy any project control point without written approval from the Engineer. The Contractor shall inform the Engineer in writing at least five (5) working days in advance of any need to disturb or destroy a project control point and shall submit a plan to perpetuate the project horizontal control network without the use of said point. All additional control points established by the Contractor shall be referenced with no less than three (3) reference points (ties) and a copy of the references and coordinates submitted by the Contractor to the Engineer within five (5) working days of establishment. All control points and coordinates shown on the plans and all additional control points set shall be in project coordinates. The Contractor shall provide evidence

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of the perpetuation of the project horizontal control network before requesting approval from the Engineer to disturb or destroy a project control point. The Engineer will respond in writing within three (3) working days of receiving such request.

4. The Contractor shall not disturb nor destroy any project benchmark without written approval from the Engineer. The Contractor shall inform the Engineer in writing at least five (5) working days in advance of any need to disturb or destroy a project benchmark and shall submit a plan to perpetuate the project vertical control network without the use of said benchmark. Any benchmarks set by the Contractor shall include a detailed description of the benchmark, a general description of the benchmark location and the benchmark's project elevation. A copy of the full description and elevation of any benchmarks set shall be submitted by the Contractor to the Engineer within five (5) working days of establishment. All construction elevations and benchmarks shown on the plans and all additional benchmarks set shall be in project datum. The Contractor shall provide evidence of the perpetuation of the project vertical control network before requesting approval from the Engineer to disturb or destroy a project benchmark. The Engineer will respond in writing within three (3) working days of receiving such request.
5. The Contractor shall be responsible for checking all existing elevations, alignments, and profiles where new construction matches existing structures, inverts, roadways, sidewalks, or any other permanent structure or surface. The Engineer shall be notified as soon as possible of any deviation of horizontal or vertical alignment from that shown on the plans. In no event shall the City be held liable for any delays in construction caused by the horizontal or vertical misalignment of new construction to an existing, permanent structure or surface.

D. DOCUMENTATION

The Contractor shall document any and all horizontal and vertical control work and checks, reference ties, checks of construction match points, all construction staking and any other surveying work performed.

1. All survey documentation shall be kept either in a written, permanently bound form, herein after referred to as field books or as electronic files stored in a data collector or on a computer. If electronic files are not used, then all survey measurements and calculations shall be shown in the field books.
2. Electronic files may be used in addition to field books. Electronic files shall be referenced in the field books, such reference shall include date and point numbers observed in addition to the other information required herein. The

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electronic files and/or field books shall show the instrument occupation station, back-sight point used, horizontal reading observed on the back-sight, distance observed to the back-sight and all observations made from that instrument station.

3. All survey documentation shall be made available to the City within two (2) working days of any request. If an electronic data collector or computer is used, then a list of point codes used shall also be supplied along with the electronic files. All documents shall be labeled with the City project number, project location, Contractor name, Survey Company name, party chief name and date of survey. Observation records in electronic files shall not be edited in any way other than to meet the criteria established under section "G. Submittals".

E. STAKING

All surveying and staking performed by the Contractor shall be sufficient and accurate to construct the work in accordance with the contract documents. Any delays or additional costs to the project that result from insufficient construction staking or time lost for corrective action as a result of insufficient construction staking will be considered inexcusable and no additional compensation shall be made. Stakes shall be laid out as needed and directed by the Contractor for the purposes of construction. Additional quality control stakes shall be set as outlined in this section, "E. Staking".

1. The beginning and ending points of tangent (straight-line) sections, horizontal curves (PC's and PT's), vertical curves (PVC's and PVT's) and points of horizontal and vertical intersection (PI's and PVI's) shall be staked. Areas through tangent sections and curves shall be staked at a maximum interval of one hundred feet (100ft) except as indicated below. Additional stakes shall be set as needed and/or directed by the Contractor.
2. Quality control stakes shall be set to a horizontal positional tolerance of three-eighths inch (3/8in) unless otherwise indicated and a vertical positional tolerance of one-quarter inch (1/4in) unless otherwise indicated. All cuts shall be calculated to within one inch (1in) for dirt work and gravel areas and to within one-eighth inch (1/8in) for all other areas, structures and surfaces. References to positional tolerance in this section, "E. Staking", shall be at the sixty-eight percent (68%) confidence level.
 - a. Slope stakes shall have a maximum interval of fifty feet (50ft) and a horizontal tolerance of three inches (3in). Other stakes for dirt work shall have a maximum interval of fifty feet (50ft) and a horizontal tolerance of two and one-quarter inches (2 1/4in).

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- b. Sanitary and storm water structures shall have a minimum of two (2) stakes per structure. Stakes for curb inlets and sanitary or storm water structures built in a concrete or asphalt surface shall be set to a horizontal tolerance of one-half inch (1/2in). All other sanitary and storm water structures shall be set to a horizontal tolerance of one inch (1in) and vertical tolerance of one-half inch (1/2in).
 - c. Each line of pipe shall have three (3) stakes set twenty-five feet (25ft) apart within the first one hundred feet (100ft) of the start of any line and one stake set every fifty feet (50ft) thereafter. For the purposes of this section (E. Staking), a "line of pipe" shall consist of all pipe sections laid from one storm water structure, sanitary sewer structure, angled section of pipe, end section of pipe or open section of pipe to another.
 - d. Curb stakes shall be set at the following maximum intervals:
 - 1) Every twenty-five feet (25ft) along a horizontal tangent section or horizontal curve with a radius of more than one hundred feet (100ft);
 - 2) Every ten feet (10ft) along a horizontal curve with a radius less than or equal to one hundred feet (100ft);
 - 3) Curb stakes shall also include a stake set at the radius point (center of the arc circle) of any horizontal curve with a radius less than or equal to one hundred feet (100ft). No elevation or cut is required for the radius point.
 - e. Stakes for edge of asphalt where no curb is to be built shall have a maximum interval of fifty feet (50ft), a horizontal tolerance of one inch (1in), and a vertical tolerance of one-half inch (1/2in).
 - f. Stakes for asphalt and gravel shoulders shall have a maximum interval of fifty feet (50ft), a horizontal tolerance of one inch (1in) and a vertical tolerance of one-half inch (1/2in).
3. Each stake shall have an accessory indicating the station, offset, item referenced and "cut" to the item. Such accessory shall be permanent marker on wood or spray paint designated "pavement marking quality" on concrete or asphalt surfaces. Accessories shall be a maximum distance of twelve inches (12in) from their reference stake.
4. All cuts shall be written, printed or copied to paper in a columnar form or table and presented to the Engineer within twenty-four (24) hours of the performance

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of the work. This data shall include the station, offset, item referenced and “cut” to the item.

5. Quality control stakes and their accessories shall be maintained for tolerance and remain accessible and readable until the construction and final inspection of the staked item is complete.

F. PLAN DISCRPANCIES

If discrepancies in the plans are discovered while setting construction stakes, the Contractor shall immediately notify the Engineer. The Engineer will determine the nature of the discrepancy and make revisions to the plans as necessary. Any re-staking required by such revisions shall be the responsibility of the Contractor and shall be incidental to the contract.

G. SUBMITTALS

Upon completion of the project, the Contractor shall provide the City with all original surveying field notes, layouts, and computations in standard bound survey books. The Contractor shall also provide the City all electronic files, code libraries, CAD drawings and any other files or documents, whether electronic or paper, that are part of the survey work. Point code files shall be submitted in raw data file format and plain text ASCII, comma or space delimited format having one record of point number, northing, easting, elevation and point code (in that order per line). All electronic files must be submitted in an uncompressed file format on an uncompressed, FAT16-formatted floppy disk or CD-ROM disk. Individual electronic files shall not span multiple disks. All disks shall be labeled with the City project number, project location, date (month and year) of the survey and disk number if more than one.

H. MEASUREMENT

The City will be responsible for any surveying or measurements necessary for computing final pay quantities. The Contractor shall notify the Engineer at least five (5) working days prior to disturbing any areas that may be used to calculate pay quantities.

I. PAYMENT

Payment will be made for Contractor Provided Surveying and Construction Staking at the contract lump sum price for “Surveying” as listed in Section 00412, Unit Prices and such payment and price shall constitute full compensating for all labor, tools, materials and equipment necessary to complete this item.

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This payment and price shall also constitute full compensation for all effects, impacts, cumulative impacts, incidental and consequential cost, loss or damage arising from, relating to, or produced by errors or discrepancies in surveys or staking and plans based on such surveys or staking and any cost, inclusive of time effects, to correct them.

Based on the contract lump sum price partial payments will be made on pay estimates as follows:

1. When twenty-five percent (25%) or more of the total contract amount is earned, twenty-five percent (25%) will be paid,
2. When fifty percent (50%) or more of the total contract amount is earned, an additional twenty-five percent (25%) will be paid,
3. When seventy-five percent (75%) or more of the total contract amount is earned, an additional twenty-five percent (25%) will be paid,
4. The final twenty-five percent (25%) payment will not be made until the following conditions have been met:
 - a) All construction work has been completed and accepted by The City, and
 - b) The Contractor has provided the City with all original surveying field notes, layouts, computations, electronic files, etc., as outlined under "Submittals".

END OF SECTION

A. GENERAL

1. All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), *Standard Specifications and Design Criteria* shall apply as amended and supplemented by the Department of Public Works of the City of Kansas City, Missouri (KCMO). Sections of this specification will be hereinafter referred to as "APWA-KCMO".
2. The Contractor is expected to pursue cleanup operations as quickly as possible. This cleanup work shall be performed as areas of work are brought near completion.
3. Attention is directed to the technical specification for any cleanup requirements related to the type of work. Project completion includes the cleanup and all other work necessary, as detailed in the contract drawings and the APWA-KCMO Specifications.

B. PAYMENT

No separate payment will be made for cleanup operations. All costs pertaining to this item shall be included in the contract prices of other items as listed in Section 00412, Unit Prices.

END OF SECTION

SECTION 02035 –Surface Hydrodemolition

A. GENERAL:

This work shall consist of the entire removal and disposal of the loose and deteriorated portions of the concrete deck on the Broadway Bridge over 30th Street project designated in the plans. Work shall conform to Section 704.4.1.4 Patch Repair Hydrodemolition Equipment, Missouri Department of Transportation Standard Specification for Highway Construction 2011.

To the limits shown on the plans, the exposed concrete deck areas of the top slab shall undergo the hydrodemolition of loose and deteriorated concrete. The equipment will be carefully calibrated to avoid the removal of sound concrete as determined by the engineer. It is noted that due to known high ion content it is anticipated that approximately 5” depth of the entire concrete substrate surface is anticipated to be removed. Special care shall be taken to avoid damage to the existing deck reinforcing steel. Prior to the hydrodemolition procedure the existing asphalt wearing surface and the existing curb, barrier and median will be removed.

Dispose of all material in accordance with Section 2702.2 of the project specification.

B. MEASUREMENT:

Hydrodemolition will not be field measured for Payment.

C. PAYMENT:

Total Surface Hydrodemolition with Vacuum System will be paid for at the contract unit price listed in the “Bid Form-Unit Prices” per square yard. Payment will be made per plan quantity unless substantial changes are approved by the engineer.

END OF SECTION 02035

02100 Clearing and Site Preparation

A. GENERAL

Refer to the current edition of the KCMO APWA Specification Section 2100 for work pertaining to Clearing and Site Preparation.

Contractor shall obtain the latest version of KCMO APWA Specification Section 2100 from the KCMO website.

B. MEASUREMENT

Measurement shall be as indicated in KCMO APWA Specification Section 2100.

C. PAYMENT

All items pertaining to Clearing and Site preparation will be paid for as indicated in KCMO APWA Specification Section 2100.

END OF SECTION 02100

A. GENERAL

Where part of the existing concrete curb, sidewalk, driveway and asphaltic or Portland Cement Concrete pavement is to be removed at locations other than contraction or expansion joints, the existing concrete shall be cut with a concrete saw to a minimum depth of 2in or one-half (1/2) the existing slab, whichever is greater. Water shall be used as required to control dust during sawing operations. In order to provide true alignment and a vertical face against which the new concrete will be placed, greater depth of cut may be necessary. If the remaining concrete is chipped or cracked during sawing or removal, it shall be re-sawed beyond the limits of the chip or crack, along a line parallel to or perpendicular with the nearest joint and/or as directed by the Engineer to assure uniform appearance.

B. PAYMENT

No separate payment will be made for pavement saw cutting. All cost pertaining to this item shall be included in the contract prices of other items as listed in Section 00412, Unit Prices.

END OF SECTION

A. ADJUSTMENTS

1. Items under this heading include utility adjustments in conjunction with the scope of work for this project as follows: water mains, water service lines, sewer service lines, gas service lines and buried and or overhead cables, utility poles, traffic signals, signal poles and signal cables belonging to public utility companies or the private consumers, such as the KCMO Water Services Department, KCMO Streets & Traffic Division, Gas Service, electric, cable TV, telephone, and other non-franchise utility companies, damaged during the construction of this project shall be repaired as necessary in conformance with the regulations of the involved utilities.
2. The CONTRACTOR is responsible for the maintenance of service of all sewer mains and building sewers encountered during construction. The CONTRACTOR shall not be entitled to additional compensation for the repair of any such lines damaged during his operations.

B. RELOCATIONS

1. Relocations or adjustments to facilities owned by Utility Companies will be accomplished by the utility company at no cost to the CONTRACTOR except Water or City owned Street Lights.
2. The City will endeavor to have all necessary adjustments or relocations of public or private utility facilities in direct conflict with the roadway work made as soon as practicable. Such adjustments or relocations will be made at no cost to the CONTRACTOR. The adjustments or relocations may be completed before the CONTRACTOR progresses to the points affected. Under some circumstances, however, such adjustments or relocations may have to be performed during the CONTRACTOR'S construction. The CONTRACTOR shall be responsible for coordinating his work with that of the utility owners or their CONTRACTORS so as to cause the least possible delay in the work.
3. Locations or grades of items shown on the Plans are considered approximate only. No guarantee is made as to the accuracy or completeness thereof.
4. It is anticipated that unknown items not shown on the plans will also be uncovered during excavations and shall require adjustment as specified herein. The CONTRACTOR shall carefully note the location of all such items exposed and report the information to the Utility. The CONTRACTOR'S employees shall not knowingly cover over permanently any such items unless specifically instructed to do so.

C. STREET RIGHT-OF-WAYS/EASEMENTS

Utilities located in street right-of-way, except water and street lighting requiring adjustment or relocation for this construction shall be adjusted or relocated by the respective owner at no cost to the CONTRACTOR. The CONTRACTOR shall be responsible for coordinating this activity with the responsible utility.

D. PROTECTION

Utilities located in utility easements or private easements shall be protected. The CONTRACTOR may incur some expense when enlisting the assistance of the utility owner for such protection.

The 24" and 48" water transmission main located within the project area shall be protected. Contractor must take extreme care not to damage the existing underground utilities. The 24" and 48" water mains in this area were built in 1948. While active work is occurring within the project area, the contractor is solely responsible for the safety and stability of these existing water mains as well as other underground utilities. If the water lines or other underground utilities are damaged or break while active works occur in this area, the contractor will be responsible for all costs and time associated with repairing the damaged utilities. Furthermore, the contractor is required to provide signed and sealed protection plans (prepared by a professional engineer registered in the state of Missouri) that detail the protection of these water mains during construction. These protection plans require review by the engineer.

E. PAYMENT

No separate payment will be made for this item unless specifically listed in section the Line Item Pricing. All costs shall be included in the contract unit price for other items.

END OF SECTION

02300 Incidental Construction

A. GENERAL

Refer to the current edition of the KCMO APWA Specification Section 2300 for work pertaining to Incidental Construction.

Contractor shall obtain the latest version of KCMO APWA Specification Section 2300 from the KCMO website.

B. MEASUREMENT

Measurement shall be as indicated in KCMO APWA Specification Section 2300.

C. PAYMENT

All items pertaining to Incidental Construction will be paid for as indicated in KCMO APWA Specification Section 2300.

END OF SECTION 02300

02301 STANDARD SIDEWALKS, SIDEWALK RAMPS, DRIVEWAYS, AND BICYCLE/PEDESTRIAN PATHS

A. GENERAL

Refer to the current edition of KCMO APWA Specification Section 2301 for work pertaining to Standard Sidewalks, Sidewalk Ramps, Driveways, and Bicycle/Pedestrian Paths.

Contractor shall obtain the latest version of KCMO APWA Specification Section 2301 from the KCMO website.

B. MEASUREMENT

Measurement shall be as indicated in KCMO APWA Specification Section 2301.

C. PAYMENT

All items pertaining to Standard Sidewalks, Sidewalk Ramps, Driveways, and Bicycle/Pedestrian Paths shall be paid for as indicated in KCMO APWA Specification Section 2301.

END OF SECTION

A. GENERAL

1. All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), *Standard Specifications and Design Criteria* apply as amended and supplemented by the Department of Public Works of the City of Kansas City, Missouri (KCMO). Sections of said Specifications will be hereinafter referred to as "APWA-KCMO."
2. Grading and site preparation shall conform to APWA-KCMO 2102.
3. Topsoil shall be conserved wherever possible, and restored to the surface in preparation for plantings.
4. Preparation of sub-grade for paving shall be done in accordance with APWA-KCMO 2201. Preparation of sub-grade for driveways and sidewalks shall be done in accordance with APWA-KCMO 2301.
5. Excavation Classification: All excavations shall be classified as unclassified excavations.
6. Over-Excavation: Additional depth excavation or Over-Excavation, under-grading and backfill shall conform to APWA-KCMO 2102.5

B. MEASUREMENT

Measurement of unclassified excavations will be made for payment by plan measurement in accordance with Section 01270, Measurement and Payment of Unit Prices.

B. PAYMENT

No separate payment will be made for over-excavation, under-grading / backfilling or trench backfilling. All costs pertaining to these items shall be included in the contract prices of other items as listed in 00412 Unit Prices.

Payments for "Unclassified Excavation" will be made at the contract unit price per cubic yard as listed in 00412 Unit Prices. Such payments and price shall constitute full compensation for all labor, tools, materials and equipment necessary to complete this item.

END OF SECTION

A. GENERAL

1. **APWA-KCMO.** All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), *Standard Specifications and Design Criteria* apply as amended and supplemented by the Department of Public Works of the City of Kansas City, Missouri (KCMO). Sections of said Specifications will be hereinafter referred to as "APWA-KCMO."
2. **Material Classification.** All material excavated is Unclassified Excavation.
3. **Excavation.** Excavation shall conform to APWA-KCMO 2102.4 and 2602.3.A, except that no blasting will be allowed.
4. **Over-excavation.** Additional depth excavation or over-excavation, under-grading, and backfill shall conform to APWA-KCMO 2102.7.
5. **Materials Determinations.** The Contractor shall make his own assessments and determinations as to the quantity, position, extent, depth, and hardness of rock, if any, in preparing the bid and in the performance of the work through to its final completion.
6. **Soils Testing.** The CONTRACTOR shall hire an independent geotechnical testing firm to perform soil stability tests on over-excavation and embankment areas, as further described in Section 01450.

B. SUBSURFACE EXPLORATION

1. **Borings.** Borings at preliminary manhole locations are drilled by KTI. Their locations are indicated on the Contract Drawings, and their bore logs are provided, for information only, with the Bidding Documents.
2. **Recorded Information.** Said information should not be interpreted as representing a complete or exhaustive exploration of the depth or position of rock, nor does said information indicate the hardness of the rock that was identified in the sewer records or upon refusal of the bore. The accuracy of said records as shown cannot be guaranteed.

C. OVEREXCAVATION AND BACKFILLING

1. **Over-excavation.** Upon trench excavation and prior to placing the < large diameter size > pipe and adjoining inlet structures, the existing material (soft silt, humus, sand, cobbles, and boulders) in the ditch line shall be over-excavated down to firm clays or weathered shale, to a maximum depth of three feet (4 feet below proposed flowline depth).

- 2. Soils Testing.** With one day's notice prior to commencing the backfilling of the over-excavated area with select material, the CONTRACTOR shall obtain approval from the Engineer. The Engineer may require that the soil be re-worked by the CONTRACTOR. Knowing the characteristics and stability of the underlying soil, the proposed depth of compacted backfill, and the characteristics of the proposed select backfill material, the Engineer must provide approval before the backfilling operation can begin. While the over-excavated area is being backfilled, the CONTRACTOR shall accommodate the Engineer while soil density and moisture tests are taken.

- 3. Backfilling of Over-excavated Material.** Upon backfilling the over-excavated material in accordance with APWA-KCMO 2102.7 and 2602.3.A (including CLSM) and prior to laying the pipe, the soil shall be re-worked and tested until the bearing capacity of the soils supporting the pipe and adjoining junction structures is satisfactory to the Engineer. The average net allowable bearing capacity of the soils supporting the pipe shall be on the order of 2,000 pounds per square foot (psf).

D. MEASUREMENT

No measurements will be made to quantify the total volume of material excavated (including over-excavation), the backfill material placed, or the testing required.

E. PAYMENT

No separate payment will be made for Backfilling, Excavation, Over-excavation, Soils Testing, or trench backfilling, regardless of final depth. All costs pertaining thereto shall be included in the Contract Unit Prices for other items as listed in the Line Item Pricing.

F. BORE LOG INFORMATION IN APPENDIX A

END OF SECTION

A. GENERAL

1. **Outline.** This section covers operations requiring earth fill greater than six (6) inches below finished grade, placed and compacted prior to preparation for "Seeding" or "Sodding," as further described in this Project Manual.
2. **APWA-KCMO.** All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), *Standard Specifications and Design Criteria* apply as amended and supplemented by the Department of Public Works of the City of Kansas City, Missouri (KCMO). Sections of said Specifications will be hereinafter referred to as "APWA-KCMO."
3. **Embankment.** Embankment and compaction shall conform to APWA-KCMO 2102.
4. **Soils Testing.** The Engineer will observe and perform soil density and moisture content tests during the CONTRACTOR'S backfilling, embankment compaction, and grading operations. The CONTRACTOR shall obtain approval from the Engineer upon excavating the pipe trench and prior to backfilling with bedding material to determine if over-excavation is required. The Engineer shall also approve over-excavation limits (as needed), backfill materials, backfill and embankment compaction, and other such operations requiring soils testing.

B. MATERIALS AND PLACEMENT

1. **Delivered Materials.** All soil materials are subject to inspection and testing after delivery. Materials which do not meet the requirements of the specifications will be rejected.
2. **Excavated Material.** The use of materials obtained from the trench excavations for embankment areas is acceptable provided applicable specification requirements are satisfied. Soil obtained from the 3' over-excavation area is not acceptable for embankment areas, unless it is suitable for use as topsoil in vegetated areas only. At the direction of the Engineer, unsuitable materials shall be disposed of in accordance with Section 02220, Demolition Disposal.
3. **Placement.** Placement of the embankment and fill areas shall be done using Earth embankment as defined in APWA-KCMO 2102.9.B. Operation and materials shall be as specified in APWA-KCMO 2102.9. Compaction of embankments shall be done in accordance with APWA-KCMO 2102.9.E, except that the compaction of fill material below the topsoil shall be 95 percent of the maximum dry density instead of the usual 90 percent.
4. **Topsoil.** Topsoil shall be placed in the top six inches (minimum of four inches) of the surface where sod and other plants will grow.

C. MEASUREMENT

No measurements will be made to quantify the embankment material placed and compacted within the width and thickness limits shown on the Contract Drawings.

D. PAYMENT

No separate payment will be made for this item unless specifically listed in the Line Item Pricing. All costs shall be included in the contract unit price for other items.

END OF SECTION

02335 SUB-GRADE PREPARATION

A. APPLICABLE STANDARDS

Sub-grade preparation shall be in conformance with Section 2100 of the “Standard Specifications and Design Criteria” of the City of Kansas City, Missouri.

B. PREPARATION

The Contractor shall prepare and maintain the sub-grade until the time for construction of the overlaying pavement, base course, curb, walk, sub base course, paved drainage, slab-on-grade or other surfacing is constructed thereon. He also shall remove all unsuitable material to the limits designated by the Engineer and replace it with suitable embankment material. Unsuitable material is:

- 1 Material encountered in excavation (cut) areas classified by Engineer as “organic silt” or “organic clay” when tested to conform to ASTM D2488.
- 2 In-situ moisture content outside the range necessary for preparation of sub-grade will not be cause for classification as unsuitable material.

C. CONSTRUCTION REQUIREMENTS

- 1 The Contractor shall extend the sub-grade 6in (12in minimum at curb lines) or more as is necessary for support of equipment and forms used to place the overlying material beyond the limits of the overlying course.
- 2 The Contractor shall aerate, dry or add moisture as required to produce a finished sub-grade that is non-yielding and meets specified density. He also shall scarify and disc sub-grade material in both excavation (cut) and embankment (fill) areas having moisture content too high to permit preparation of sub-grade meeting specified requirements. The depth of manipulation shall not be less than 6in in all areas or greater than 18in in excavation (cut) areas. The Contractor may, without cost to the City, remove and replace sub-grade material or stabilize it in place by acceptable methods.

D. COMPACTION

- 1 The Contractor shall compact the sub-grade, which is below the top 6in of sub-grade, to 90 percent of maximum density for the material used as

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determined by ASTM D-698 within a tolerance of plus 2 percent and minus 3 percent of the optimum moisture content at maximum density as determined by the moisture density curve obtained. This work is in preparation for other items of work as further described in this Project Manual.

2 For pavement areas the Contractor shall compact the top 6in of the sub-grade to 95 percent of the maximum density for the material used as determined by ASTM D-698 within a tolerance of plus 2 percent and minus 3 percent of the optimum moisture content at maximum density as determined by the moisture density curve obtained. Pavement areas will be consider as, but not limited to, the following types of construction: sidewalk; curb; driveway; slope protection and all pavement base courses.

E. MAINTENANCE

The Contractor shall maintain completed sub-grade in finished condition until the overlying pavement or base course is placed. Sub-grade damaged prior to construction of the overlying course shall be restored by the Contractor. The Engineer's approval of sub-grade at the time of its completion does not relieve the Contractor of his requirement to maintain sub-grade until such time as the overlying material is in place.

F. MEASUREMENT AND PAYMENT

No separate payment will be made for sub-grade preparation. All cost pertaining to this item shall be included in the contract prices of other items as listed in Section 00412, Unit Prices.

END OF SECTION

A. GENERAL

1. This Section covers items necessary for construction and installation of all storm sewer pipe and structures indicated in the Contract Drawings.
2. Storm sewer construction shall conform to APWA-KCMO 2600.
3. Dimensions of structures (e.g. pipe, inlets) stated in the Contract Documents, are in reference to the inside dimensions.

B. PRODUCTS AND EXECUTION

1. **Storm Sewer Pipe.** All reinforced concrete pipe (RCP) as called out on the Contract Drawings and listed in Section 00412, Bid Form – Unit Prices shall be of standard manufacture in accordance with the applicable sections of the Standard Specifications. Pipe materials shall meet or exceed APWA-KCMO 2600 standards for ASTM C76, Class III, wall B, Reinforced Concrete Pipe (RCP), or Aluminized Type II, 2 2/3" x 1/2" Corrugated Steel Pipe (CSP), with helical corrugations, AASHTO M36 and M274. Thickness of CSP shall refer to Aluminized Type II pipe and shall be as specified in the Contract Drawings. Band couplings shall be corrugated or semi-corrugated; gaskets not required.
2. **Flowable Fill.** CLSM (flowable fill) shall be used to backfill all storm sewer structures and storm sewers located within all pavements within street right of way, as specified in APWA-KCMO 2602.3.C.
3. **Curb Inlets.** New curb inlets shall conform to the KCMO Standard Drawings "CI-2, Curb Inlet Type II". The structure(s) shall be constructed to the size and type listed in the Bid Form-Unit Prices. Precast top slabs shall be formed with the steel frame in place. Until it is poured in place with the concrete gutter throat, the steel framework shall not be used to lift or to support the weight of the top slab. The curb inlet top slab shall have a type R4 shallow ring & cover (with cam locks).
4. **Manhole Ring and Covers.** Inlet manhole ring and covers shall be "MH-R4" with cam locks. Storm sewer manhole ring and covers shall be "MH-R3". Cam locks are required on all field inlet tops in residential areas, curb inlet tops in non-sump areas, all areas subject to flooding – such as in a floodplain or within a creek channel, and whenever bolt down rings are specified. Manhole rings are only required to be bolted-down on 'pressure' piped sewers. Vented covers will not be used in new construction.
5. **Connection To Existing System.** Where a storm sewer pipe is being connected to an existing drainage structure, the work shall be constructed by sawing and chipping a hole through its sidewall to allow a minimum of three-inches of new concrete around the pipe. The invert shall be chipped away and replaced to shape a new doghouse collar and invert. The interior concrete surfaces shall be grouted smooth with non-shrink grout. Depending on the method and extent of the sidewall

demolition, reinforcing bars may need to be doweled into the existing structure at the direction of the Owner's Representative.

Pipe Trimming. Pipes connecting to structures shall be cut parallel with the inside face of structures with plane walls. Pipes connecting to other pipes shall be cut parallel with the spring line of the pipe. Projection of the pipe beyond the inside face shall not exceed one inch. Voids shall be grouted with non-shrink grout.

6. **Connection Of Existing Pipes to New Pipes.** Connection to and/or extension of an existing pipe shall be accomplished by construction of a concrete collar between the old and new pipes. The collar shall conform to the Type A Pipe Collar Detail in the plan set. The connection shall be properly supported to prevent settlement. All work shall be performed to the satisfaction of the OWNER'S Representative.
7. **Inlet and Pipe Removal.** This Section consists of removing an inlet and associated pipe. Backfill shall be in accordance with Figure 1 APWA-KCMO 2602.3.C. The existing pipe removed shall be plugged with concrete plugs. Any abandoned pipes left in place shall be filled with Fly Ash Slurry.

C. PAYMENT

1. **Storm Sewer Pipe.** Reinforced concrete pipe and corrugated steel pipe will be measured per linear foot along the horizontal geometric centerline of the pipe to the inside walls of the structures at each end, be the structure a PCC inlet, manhole, box culvert, concrete open channel liner, or headwall. No separate payment will be made for pressure testing of the sewer line. Payment for the various pipe sizes and types will be made at the corresponding Contract Unit Price as listed in Section 00412, Bid form-Unit Prices. Such payment and price shall constitute full compensation for all labor, material, and equipment necessary to complete the items including coupling bands.
2. **Pipe Collars.** Payment for these items will be made at the corresponding Contract Unit Prices as listed in Section 00412, Bid form-Unit Prices. Costs shall include fabrication, delivery, earthwork, installation, and all other items necessary to construct the structures. Such payment and price shall constitute full compensation for all labor, material, and equipment necessary to complete the items.
3. **Band Couplings.** No direct payment will be made for this work and all costs associated therewith shall be included in other items.
4. **Curb Inlets.** Payment for these items will be made at the corresponding Contract Unit Prices as listed in Section 00412, Bid form-Unit Prices. Costs shall include fabrication, delivery, earthwork, installation, and all other items necessary to construct the structures. Such payment and price shall constitute full compensation for all labor, material, and equipment necessary to complete the items.

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- 5. Connection of Existing Pipes to New Pipes.** No direct payment will be made for this work and all costs associated therewith shall be included in other items.
- 6. Storm Sewer Manhole Adjustments.** No direct payment will be made for this work and all costs associated therewith shall be included in other items.
- 7. Inlet and Pipe Removal.** No direct payment will be made for this work and all costs associated therewith shall be included in Removal of Improvements at the corresponding Contract Unit Price as listed in Section 00412, Bid form-Unit Prices.

END OF SECTION

02700 Structures

A. GENERAL

Refer to the current edition of the KCMO APWA Specification Section 2700 for work pertaining to Structures.

Contractor shall obtain the latest version of KCMO APWA Specification Section 2700 from the KCMO website.

And in accordance with Section 2702.2, any Structures items not specifically covered under the standard KCMO APWA Specification shall fall under the jurisdiction of the Standard MoDOT Specifications.

B. MEASUREMENT

Measurement shall be as indicated in KCMO APWA Specification Section 2700 and the MoDOT Standard Specifications.

C. PAYMENT

All items pertaining to Structures will be paid for as indicated in KCMO APWA Specification Section 2700 and the MoDOT Standard Specifications.

END OF SECTION 02700

SECTION 02403
LIMESTONE FACING

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnish labor, materials, tools, equipment, and services for Limestone Facing, as indicated, in accordance with provisions of Contract Documents. The new limestone facing shall be provided, constructed and finished to match the existing stone on the remainder of the structure.
- B. Completely coordinate with work of other trades.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. More than five (5) years successful experience in installation of limestone facing blocks similar to system required.
 - 2. Include five (5) references with bid from similar size projects.
- B. Source Limitations:
 - 1. Contractor shall designate source of the limestone blocks with the materials similar to the existing blocks remaining on the bridge and retaining walls.
- C. Engineering Requirements:
 - 1. Demonstrate, by engineering calculation, that proposed anchors and connection hardware can safely support the anticipated loads.
 - a. When approved by Engineer, load tests may be substituted for calculations.
- D. Mock-up Wall:
 - 1. Construct on-site mockup showing coursing, texture and color patterns.
 - a. Include examples of typical details, treatment and anchoring.
 - 2. Protect accepted mockups from the elements with weather-resistant membrane.
 - 3. Build mockups to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 4. Approval of mockups is for color, texture, and blending of stone; relationship of mortar and sealant colors to stone colors; tooling of joints; and aesthetic qualities of workmanship.
 - 5. Approval of mockups is also for technical matters and conformance with Contract Documents.
 - 6. Approval of mockups does not constitute approval of deviations from Contract Documents.
 - 7. Build mockup for typical assemblies and job conditions.
 - 8. Minimum Size: 4 x5 FT.
 - 9. Engineer to confirm proposed area of wall is acceptable to be built as mockup.

1.3 SUBMITTALS

- A. Samples:
 - 1. Samples for initial aesthetic approval; minimum 12 IN square samples of each type of material proposed for use.
 - a. Submit samples in sufficient quantity to show extreme variation which may reasonably occur in each kind of stone, regarding color, texture and quality.
 - b. Engineer reserves right to approve more limited range of variation.

PART 2 - PRODUCTS

2.1 MATERIALS

- 1. Limestone for the facing blocks shall be selected to match the existing materials for color, density and finish.

- B. Anchors:
 - 1. Material: Type 304 or 316 Stainless Steel unless otherwise noted
 - 2. Size: Sufficient to extend at least halfway, but not less than 1-1/2 IN, through stone masonry and with at least 5/8 IN cover on outside face.
 - 3. Sufficient length to anchor to backing.
 - 4. Sufficient size and configuration for support of stone and applicable superimposed loads.

2.2 RELATED MATERIALS

- A. Portland Cement, Lime Mortars and Grout:
 - 1. Specified per following:
 - a. Limit cementitious materials in mortar to Portland cement and lime.
 - b. Grouts and mortars containing gypsum or calcium chloride are not permitted.

2.3 FABRICATION - GENERAL

- A. Fabricate stone to comply with sizes, shapes, and tolerances recommended by applicable stone association or, if none, by stone source, for faces, edges, beds, and backs.
- B. Select and cut stone to produce pieces of thickness, size, and shape indicated, including details on Drawings.
 - 1. Dress joints (bed and vertical) straight and at right angle to face unless otherwise indicated.
 - 2. Make arises sharp and true with edges slightly eased.
 - 3. Saw or dress backs parallel to wall face.
- C. Carefully inspect stone at quarry or fabrication plant for compliance with requirements for appearance, material, and fabrication.
 - 1. Replace defective units before shipment.
 - 2. Clean sawed backs of stone to remove rust stains and iron particles.
- D. Cut stone to set on its natural bed.

2.4 FABRICATION – DIMENSIONAL STONE

- A. Cut stone to produce uniform joints of widths indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces indicated to receive stone for compliance with requirements for installation tolerances and other conditions affecting performance.
 - 1. Verify suitability of substrates to accept installation of stonework.
- B. Verify that dovetail slots, inserts, reinforcement, veneer anchors, flashing, and other embedded items are installed in substrates and required for or extending into stone are correctly installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Start of installation constitutes acceptance of substrate conditions and responsibility for performance.

3.2 PREPARATION

- A. Clean dirty or stained stone surfaces by removing soil, stains, and foreign materials before setting.
 - 1. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water.
 - 2. Do not use wire brushes.
 - 3. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.

3.3 INSTALLATION - GENERAL

- A. Comply with provisions of ACI 530 and ACI 530.1, except where exceeded by requirements of the contract documents.
- B. Cold-Weather Requirements for Mortar installation:
 - 1. Do not use frozen materials or materials mixed or coated with ice or frost.
 - 2. Do not build on frozen substrates.
 - 3. Remove and replace stone masonry damaged by frost or freezing conditions.
 - 4. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602..
- C. Hot-Weather Requirements for Mortar installation:
 - 1. Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

3.4 SETTING DIMENSION LIMESTONE FACING

- A. Clean dirty or stained surfaces by removing soil, stains, and foreign materials before setting stone.
 - 1. Clean stone by thoroughly scrubbing with fiber brushes and then drenching with clear water.
 - 2. Use only mild cleaning compounds that contain no caustic or harsh materials or abrasives.
- B. Mortar Setting:
 - 1. Set stone in full bed of mortar with head joints filled, unless otherwise indicated.
 - 2. Use setting buttons of adequate size, in sufficient quantity, and of thickness required to maintain uniform joint width and to prevent mortar from extruding.
 - 3. Hold buttons back from face of stone a distance at least equal to width of joint, but not less than depth of pointing materials.
 - 4. Do not set heavy units or projecting courses until mortar in courses below has hardened enough to resist being squeezed out of joint.

3.5 INSTALLATION TOLERANCES – DIMENSIONAL LIMESTONE FACING

- A. Maximum Variation from Plumb:
 - 1. Vertical lines and surfaces of walls: 1/4 IN in 10 FT , 3/8 IN in 20 FT , or 1/2 IN in 40 FT or more.
 - 2. External corners, corners and jambs within 20 FT of an entrance, expansion joints, and other conspicuous vertical lines: 1/8 IN in 10 FT , 1/4 IN in 20 FT , or 3/8 IN in 40 FT or more.
- B. Maximum Variation from Level:
 - 1. Horizontal bands, horizontal grooves, and other conspicuous horizontal lines: 1/8 IN in 10 FT , 1/4 IN in 20 FT, or 3/8 IN.
- C. Variation in Cross-Sectional Dimensions:
 - 1. Maximum thickness variation of walls from dimensions indicated: Plus or minus 1/4 IN
- D. Maximum Variation in Joint Width:
 - 1. Do not vary from average joint width more than plus or minus 1/8 IN or more than 25 percent of nominal joint width, whichever is less.

3.6 PROTECTION

- A. Protection of installed Limestone work:
 - 1. During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work.
 - 2. Cover partially completed stone masonry when construction is not in progress.
 - 3. Extend cover a minimum of 24 IN down both sides and hold cover securely in place.
- B. Stain Prevention:
 - 1. Immediately remove mortar and soil to prevent them from staining the face of limestone.

2. Protect base of walls from rain-splashed mud and mortar splatter by coverings spread on the ground and over the wall surface.
3. Protect sills, ledges, and projections from mortar droppings.
4. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.

3.7 ADJUSTING AND CLEANING

- A. Remove and replace stone masonry which is damaged or unsuitable.
 1. Remove broken, chipped, stained, or otherwise damaged stone.
 2. Repair defective joints.
 3. Remove stone masonry not matching approved samples and mockups.
 4. Remove Stone masonry not complying with other requirements indicated.
 5. Remove and replace units having stains which cannot be removed by cleaning.
- B. Replace in a manner resulting in stone masonry matching approved samples and mockups, complying with other requirements, and showing no evidence of replacement.
- C. Cleaning:
 1. Clean stone masonry as work progresses.
 2. Remove mortar fins and smears before tooling joints.
 3. After mortar is thoroughly set and cured, clean stone masonry in accordance with requirements of 04 05 10 and the following:
 - a. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - b. Test cleaning methods on mockup; leave one-half of panel un-cleaned for comparison purposes.
 - 1) Obtain Architect's approval of sample cleaning before cleaning stone masonry.
 - c. Protect adjacent materials from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.

3.0 MEASUREMENT

- A. Measurement will be made to the nearest square foot of finished exposed area of limestone facing.

3.0 PAYMENT

- A. All items pertaining to the Limestone Facing will be paid for at the contract unit price listed in the Bid Form – Unit Prices per square foot. Payment will be made per plan quantity unless substantial changes are approved by the engineer.

END OF SECTION 02403

A. GENERAL

1. This section governs all the work and materials necessary for the construction of asphaltic concrete pavements.
2. All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), *Standard Specifications and Design Criteria* apply as amended and supplemented by the Department of Public Works of the City of Kansas City, Missouri (KCMO). Sections of said Specifications will be hereinafter referred to as "APWA-KCMO."
3. All work included in this Section shall conform to APWA-KCMO 2200 and the typical sections included in the plan set.
4. Asphaltic concrete mixes shall conform to APWA-KCMO 2205. Base course shall be Type 1-01; surface course and wedging shall be Type 3-01.
5. Surface course shall be virgin asphalt.
6. Recycled asphalt may be used for the base course.

B. MEASUREMENT

1. In those areas where new paving is placed, the length and width of the work will be measured to the nearest foot and converted to the nearest 0.1 square yard for payment. "Asphaltic Concrete Base Course" and "Asphaltic Concrete Surface Course" will be paid for at the unit price bid per square yards for the various thickness and type listed in the Unit Price Schedule. Such payment and price shall constitute full compensation for all labor, materials, and equipment necessary to complete the item.

C. PAYMENT

1. "Asphaltic Concrete Base" or "Asphaltic Concrete Surface" will be paid for at the Contract Unit Price as listed in Section 00412, Bid Form-Unit Prices. Such payment and price shall constitute full compensation for all labor, materials, and equipment necessary to complete the item.

END OF SECTION

A. GENERAL

1. This section covers all work associated with street cut restoration as indicated on the Contract Documents.
2. All work associated with the pavement shall conform to APWA Section 2200. All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association, Standard Specification and Design Criteria (APWA) as amended and supplemented by the Department of Public Works of the City of Kansas City, Missouri apply, unless otherwise specified.
3. All work shall conform to Standard Drawing SR-1 except that all backfill shall be in accordance with Figures 1 and 2 of KCMO Section 2602.3.C of the APWA Supplement 2600.
4. This section covers the pavement saw cut, pavement removal, and the restoration of those portions of pavement disturbed during construction.
5. If the trench width is 12 feet wide or more, the CONTRACTOR may elect to replace the full width of the pavement with 6" Type 1 asphalt base, and a 2" Type 5-01 asphalt surface.

B. MEASUREMENT

1. The restored street pavement above the sewer pipe will be measured to the nearest tenth of unit, as listed in the Line Item Pricing, from edge of pavement to edge of pavement.
2. The restored street pavement abutting the new curb will be measured to the nearest tenth of unit, as listed in the Line Item Pricing, parallel to the edge of curb
3. No measurement will be made for street cut restoration work associated with water main or water service line relocation work.

C. PAYMENT

1. No payment will be made for Street Cut Restoration work. All costs associated with street cut restoration shall be included in the Contract Unit Prices as listed in the Line Item Pricing.

END OF SECTION

PART 1 - GENERAL**A. DESCRIPTION**

This work shall consist of reconstructing the required pavement marking using both durable retro reflective preformed pavement markings and hot applied thermoplastic pavement markings to match the existing roadway and bridge markings that will be destroyed for construction purposes. All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association, Standard Specifications and Design Criteria Section 2306, Pavement Markings as amended and supplemented by the Department of Public of Kansas City, Missouri, shall apply.

All markings applied to concrete shall match that applied to asphalt in size, configuration and color to the satisfaction of the Engineer.

Heated thermoplastic markings shall be extruded to the roadway surface in a molten state. After cooling to normal temperature, the material shall produce an adherent reflectorized stripe of specified thickness and width. The extruded materials may be used for edge lines, lane lines, centerlines, medians, no passing zones and gore areas.

The compound shall not deteriorate upon contact with Sodium Chloride, Calcium Chloride or other chemicals used to prevent formation of ice on roadways or streets or because of the content of pavement materials or from petroleum falling from vehicular traffic. In the plastic state, the material shall not give off fumes, which are toxic or otherwise injurious to persons or property. The material shall not break down or deteriorate if held at the plastic temperature for a period of four (4) hours or by reason of three (3) reheatings to the plastic temperature (400° F to 450° F). The temperature versus viscosity characteristics and the color of the plastic material shall remain constant through reheatings and shall be the same from batch to batch.

B. SUBMITTALS

Two (2) material samples of all asphalt and concrete roadway and bridge pavement marking shall be submitted and Engineer approved before starting work.

Submit two copies of manufacturer's literature for all products furnished, including appropriate Material Safety Data Sheets (MSDS) and complete installation instructions.

Submit two copies of manufacturer's warranty and material replacement provisions including information regarding applications procedures affecting warranty performance criteria used to determine replacement, material requirement, inspection procedures, warranty periods and exclusions and limitations of the warranty.

Submit manufacturer's certified test data attesting that materials meet specification requirements.

C. QUALITY ASSURANCE

Before starting work the installer shall submit to the Engineer evidence of his competence and previous experience with both preformed marking and thermoplastic installation work. The installer's qualifications shall meet the marking material manufacturer's approval and will be subject to the Engineer and/or Department of Public Works approval.

A technical expert (Contractor or material representative) having proper credentials for pavement-marking work shall be on the job at all times during application.

A test sample of each system used shall be installed at the project site and shall be representative of the installed system. The sample will require approval by the Engineer and may remain as part of the finished job if approved by the Engineer.

D. DELIVERY STORAGE AND HANDLING

Deliver materials to job site in sealed, undamaged containers with labels intact and legible, indicating the material name, date of manufacture and lot number.

Store materials in a dry secure area, where temperatures and other requirements are in accordance with manufacturer's recommendations.

Preformed markings are suitable for use for one year after the date of receipt when stored in accordance with manufacturer's recommendations.

E. WARRANTY

The Contractor shall provide a one (1) year minimum written warranty that at least 90% of original materials installed will remain in place for both thermoplastic and preformed marking work, or for as long a period of time as the manufacturer will allow if longer than one (1) year.

If this percentage of the installed materials does not remain in place at the

end of the specified service period as determined by the Engineer, the Contractor, at no expense to the City, shall bring the markings back up to standards and to the satisfaction of the City, for the length of service, provided the failure is due to either defective material or improper installation techniques. Failures resulting from causes other than material or application procedures will not be the responsibility of the Contractor.

PART 2 – MATERIALS

A. PREFORMED MARKING MATERIAL (Concrete Roadway & Bridge Pavement)

The preformed markings shall consist of white or yellow films with pigments selected and blended to conform to standard highway colors through the expected life of the film. Glass beads shall be incorporated to provide immediate and continuing retroreflection.

The size, quality and refractive index of the glass beads shall be such that the performance requirements for the markings shall be met. The bead adhesion shall be such that beads are not easily removed when the material surface is scratched with a thumbnail.

The film shall have glass bead retention qualities such that when a 50mm x 150mm sample is bent over a 12mm diameter mandrel, with the 50mm dimension perpendicular to the mandrel axis, microscopic examination of the area on the mandrel shall show no more than 10% of the beads with entrapment by the binder of less than 40%.

Preformed words and symbols shall conform to the applicable shapes and sizes as outlined in the 2009 "Manual of Uniform Traffic Control Devices for Streets and Highways, or as modified.

The preformed markings shall be capable of being adhered to asphalt concrete or portland cement concrete by a pre-coated pressure sensitive adhesive. A primer may be used to precondition the pavement surface. The preformed marking film shall mold itself to pavement contours by the action of traffic. The pavement marking films also shall be immediately ready for traffic after application.

The preformed marking film shall not be brittle and must be sufficiently cohesive and flexible at temperatures above 50° F. This is to ensure that one person can carry the material without danger of fracturing it prior to application.

Composition: The retro reflective pavement marking film shall consist of a mixture of high-quality polymeric materials, pigments and glass beads

distributed throughout its base cross-sectional area. A reflective layer of glass beads and a layer of skid resistant ceramic particles shall be bonded to the top urethane wearing surface. The urethane wearing surface shall have a nominal thickness of 1/2in. The film shall have a pre-coated, shear-resistant, pressure sensitive adhesive.

Color: The thermoplastic material shall provide daylight reflectance as follows:
White - Daylight reflectance at 45°/0° of 80% minimum and
Yellow - Daylight reflectance at 45°/0° of 45% minimum.

The white markings shall contain a minimum of 8% by weight of Titanium Dioxide pigment to ensure a color similar to Federal Highway White, Color No. 17886 Standard 595. The yellow color shall reasonably match color chip No. 13538 of Federal Standard number 595 and be lead free.

Reflectance: The preformed marking shall upon application exhibit uniform adequate nighttime retro reflectivity. At 86° 9.15 meter incidence angle and 1° 9.15 meter divergence angle, the marking shall have average minimum intensities of 350 millicandelas for white and 175 millicandelas for yellow as measured with a MiroLux retro reflectometer.

Using a Taber Abraser with an H-18 wheel and a 125g load, the sample shall be inspected at 200 cycles, under a microscope, to observe the extent and type of bead failure. No more than 15% of the beads shall be lost due to pop out and the predominate mode of failure shall be "wear down" of the beads.

Skid Resistance: The surface of the retro reflective pliant polymer film shall provide an initial minimum skid resistance value of 45 BPN when tested according to ASTM E303-93.

Tensile Strength and Elongation: The film shall have a minimum tensile strength of 100 pounds per square inch of cross-section when tested according to ASTM D638, except that a sample 6in x 1in shall be tested at a temperature between 70° F and 80° F using a jaw speed of 1in to 12in per minute. The sample shall have a minimum elongation of 75% at break when tested by this method.

Patchability: The pavement marking film shall be capable of use for patching worn areas of the same type of film in accordance with manufacturer's instructions.

Thickness: The film without adhesive shall have a minimum thickness of 1.5mm.

Effective Performance Life: The film, when applied according to the recommendations of the manufacturer, shall provide a neat durable marking that will not flow or distort due to temperature if the pavement surface remains stable. Although reflectivity is reduced by wear, the pliant polymer shall provide a cushioned, resilient substrate that reduces bead crushing and loss. The film shall be weather resistant and, through normal traffic wear, shall show no fading, lifting or shrinkage which will significantly impair the intended usage of the marking throughout its useful life and shall show no significant tearing, roll back or other signs of poor adhesion.

B. THERMOPLASTIC MARKING MATERIAL (For Asphalt Roadway Pavement)

The material shall consist of a mixture of resins and other materials providing an essentially nonvolatile thermoplastic compound specifically developed for traffic marking.

Binder: The Alkyd binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature. The total binder content of the thermoplastic compound shall be no less than eighteen percent (18%) or more than thirty-five percent (35%) by weight.

Pigment: The pigment used for the white thermoplastic compound shall be Titanium Dioxide, meeting the requirements of ASTM D476-00, Type II. The Titanium Dioxide pigment content shall be no less than ten percent (10%) by weight of the white thermoplastic compound and shall be uniformly distributed throughout the thermoplastic compound. The quantity and type of yellow pigment for the yellow thermoplastic compound shall be at the option of the manufacturer, provided that the yellow thermoplastic material shall be "Federal Yellow" in color (Federal Test method Standard 141 Method 4252). The material shall not change its color and/or brightness character even after prolonged exposure to sunlight.

Filler: The filler to be incorporated with the resins, as binder shall be a white Calcium Carbonate or equivalent filler. Not to exceed forty-two percent (42%) by weight of the thermoplastic compound and fifty-percent (50%) by weight for yellow thermoplastic compound.

Glass Beads: During manufacture, Type IIB (MoDOT Specifications for reflectorizing glass spheres) spheres shall be mixed into the material at the rate of not less than thirty percent (30%) nor more than forty percent (40%) by weight of the thermoplastic compound. Type IIA Beads shall be applied to the

surface of the compound immediately after the thermoplastic material is applied. Glass beads shall meet the following requirements.

1 **General Properties:** Glass Beads shall be manufactured from high quality material of a composition designed to be highly resistant to traffic wear and to the effects of weathering and shall be clean, clear, colorless and free from foreign matter.

2 **Sieve Analysis:** The glass beads shall meet the following gradation requirements:

U.S. Std. Sieve #s	Type IIA % Passing		Type IIB % Passing	
	Min.	Max.	Min.	Max.
16	100	---	---	---
18	98	100	---	---
30	60	90	100	---
40	---	---	80	100
50	15	50	---	---
80	---	---	0	10
100	0	10	---	---
200	0	5	---	---

3 **Index of Refraction:** The index of refraction of Type IIA and IIB glass beads shall be at least 1.50 when tested by the immersion method at 77° F.

4. **Irregular Shapes:** Glass beads shall be spherical in shape, containing not more than thirty-percent (30%) irregular shapes, when tested in accordance with ASTM D1155-53 (1983) Method D.

5. **Tests:**

a) Method of Determining Darkening and/or Dulling: Glass beads, when subjected to the following test, shall show no readily discernible darkening and/or dulling. 10 Grams +/- 0.5 grams of glass beads placed in Whatman single thickness cellulose extraction thimble, 33 by 80 millimeters, are refluxed for one (1) hour in a Soxhlet extractor having an 85-milliliter siphon capacity using 150 milliliters of distilled water. All connections shall be ground glass. At the end of the refluxing period, allow the filtrate to cool to room temperature and titrate with 0.1 normal hydrochloric acid (not to exceed

4.5 milliliters) using phenolphthalein indicator. The beads shall be dried to 260 degree F and examined for dulling under 60-power magnification.

- b). Method of Determining Calcium Chloride Resistance: Immerse approximately 10 grams of glass beads in a 1.0 normal Calcium Chloride solution for three (3) hours. Rinse well, by decantation, with distilled water. Spread beads on clean filter paper and allow drying. Examine the beads for dulling under 60-power magnification.
- c). Method of Determining Sodium Sulfide Resistance: Immerse approximately 10 grams of glass beads in a fifty-percent (50%) solution of Sodium Sulfide for one (1) hour. Rinse well, by decantation with distilled water. Spread beads on a clean filter paper to dry. Examine the beads for dulling under 60- power magnification.

6. **Binder-Sealer:** Binder-sealer shall be a butadiene styrene, neoprene, epoxy or other material recommended by the manufacturer of the thermoplastic material.

7. **Characteristic Requirements:**

a). The material shall be capable of being applied at a temperature range of 400° F to 450° F and at a thickness of 2.25mm to 3.20mm. It shall set to withstand vehicular traffic in not more than two (2) minutes when the air temperature is 90° F. After application and setting, the material shall show no appreciable deformation or discoloration, shall remain free from track and shall not leave from the pavement under normal traffic conditions within a pavement temperature of – 20° F to 150° F. The stripe shall maintain its original dimensions and placement.

b). Color: White thermoplastic material shall, after setting, be pure white and free from dirt or tint. Yellow thermoplastic shall match Federal Test Standard Number 595A-Color 13538. The material shall not change its color and brightness characteristics after prolonged exposure to sunlight.

8. **Manufacturer's Certification:** The Contractor shall furnish a manufacturer's certification, in triplicate, to the Engineer, attesting that all materials supplied conform to the requirements of these specifications. The certification shall include or have attached a certified test report from an approved independent testing laboratory, showing specific test results conforming to all test requirements of these specifications. The following test shall be made on at least ten (10) pounds of thermoplastic of thermoplastic material from each batch manufactured:

- a). White material shall not show deviations from a Magnesium Oxide standard greater than the following data, using a standard color difference meter:

Scale Definition	Magnesium Oxide Std.	Sample Minimum
RE Reflection	100	75
A-Redness-Greenness	0	-5 to +5
B-Yellowness-Blueness	0	-10 to +10

- b). Material shall have not more than 0.5% by weight of retained water when tested by ASTM D570, "Water Absorption of Plastics". The procedure for twenty-four (24) hour immersion, Paragraph 6.1, shall be used for this test.

- c). The softening point of the thermoplastic compound (as measured by the ball and ring method ASTM E28) shall not occur at a temperature less than 200° F.

- d). There shall be no cracking, checking, flaking or separation of the sample material from the sample base prepared as follows: A clean standard concrete block having uniform temperature of 75° F to 80° F shall have the surface primed with a binder-sealer proposed for use by the manufacturer. A 4in wide x 1in thick stripe of the thermoplastic material shall be applied and the sample conditioned for 24 hours at 12° F to 18° F. Specific gravity of the compound at 77° F shall be from 1.8 to 2.5. The City of Kansas City, Missouri reserves the right to sample test and reject any or all materials provided and installed under this project.

C. ACCESSORIES

Primer: The concrete pavement adhesive shall be approved by marking material manufacturer.

D. EQUIPMENT (For Preformed Markings)

Marking manufacturer shall provide application equipment, manual or automatic necessary for project requirements.

Applicable equipment shall be capable of applying two 100mm lines simultaneously with a 4in spacing between lines and capable of applying an unlined pre-coated pressure sensitive adhesive pavement marking tape.

Manual Unit: It shall have a manually actuated tape advance system and a foot operated cutting mechanism.

Automatic Unit: It shall have a capability of advancing, applying, and cutting pavement marking tape at specific pre-programmed lengths, at speeds up to 6.5 mph when towed by an appropriate vehicle.

Additional supplemental equipment for manual application of required primers or for manual tamping of applied markings will also be provided by the marking manufacturer.

Application equipment will be provided to the Contractor at no cost for a

E. EQUIPMENT (For Thermoplastic Markings)

All extruded marking shall be applied using a vehicle (or vehicles) of sufficient size and stability to provide smooth, straight and uniform markings. The application vehicle shall be equipped to apply the binder-sealer (if required) to the pavement surface directly in front of the thermoplastic applicator. It shall also be equipped to apply glass beads immediately following application of hot applied thermoplastic markings.

PART 3 - EXECUTION

A. EXAMINATION

The Contractor shall ensure that application will take place only upon Engineer acceptance of conditions as suitable for application and only according to manufacturer's written recommendations regarding calendar year timing and geographic location restrictions. The Contractor shall verify if primer is required for application and also verify that surface does not contain curing agents or admixtures that would be detrimental to adhesion of materials to surface.

B. PREPERATION

Prepare surface in accordance with coating manufacturer's requirements. Using Primers (if needed) as recommended and in accordance with

manufacturer's instructions and warranty requirements.

Sandblast or shot blast new concrete that has been open to traffic less than three (3) months to remove curing compound then prime with the marking material manufacturer approved preparation adhesive.

C. INSTALLATION (Preformed Pavement Marking)

All markings shall be applied in accordance with manufacturer's recommendations and warranty requirements. Marking configurations shall be in accordance with the 2009 "Manual on Uniform Traffic Control Devices".

If markings are required (due to unforeseen change in the contract) for newly paved asphalt concrete surfaces, marking shall be applied before public traffic is allowed on the freshly paved surface, preferably, the markings shall be inlaid in the fresh surface during final rolling of the mat, but in any case they shall be applied before the close of the shift on which the surface is paved. These markings can also be overlaid on existing pavement surfaces.

D. INSTALLATION (Thermoplastic Pavement Marking)

Marking on this project shall be applied only on clean, dry pavement and at pavement surface and air temperatures above 55° F. The Contractor shall remove loose debris (such as dust, dirt, sand and gravel) from the pavement surface, where the markings are located, immediately prior to application of the binder-sealer or marking materials. Thermoplastic shall not be installed on paint where more than 50% of the line is present. In these locations, the paint must be removed using sandblasting or grinding machines prior to the installation of thermoplastic markings.

Application of thermoplastic shall not be made in the presence of a wind chill factor below 45° F.

- 1 Method of Installation: Thermoplastic material shall be applied using an extrusion die. Sprayed thermoplastic application will not be permitted.
- 2 Installation Speed: Thermoplastic shall be at a speed of 3-5 mph.
- 3 Check for Moisture in Pavement: A check for moisture shall be made each day or repeatedly over time until sufficient moisture has evaporated from the pavement to allow successful thermoplastic installation.

Method: Lay a piece of tarpaper (approximately 3in – 6in long) on the surface to be striped. Install the thermoplastic line on top of this paper and wait 15 – 30 seconds. Pick up the tarpaper to inspect visually. If the underside of the tarpaper is dripping wet, do not install hot thermoplastic; wait an hour and check again. If the underside reveals a damp spot (i.e., no dripping or shiny wetness, just a darker spot), then the line, if installed at 90 – 125 mill thickness, will stay molten long enough to allow the dampness to bubble through the line before it hardens.

Note: Too much primer can cause this same bubbling action upon installation and reaction should be to allow the primer more time to set up.

4. **Binder-Sealer:** When required, binder-sealer shall be applied to the pavement surface in sufficient quantities to completely cover the area to be occupied by the thermoplastic material.

A binder-sealer shall be applied to all bituminous pavement mixture and seal coats except roads resurfaced in the year of application.

5. **Application Temperature:** Thermoplastic material shall be applied at a temperature recommended by the material manufacturer.

6. **Marking Dimensions:** Longitudinal and transverse dimension shall be as shown on the plans. Application of the marking material shall be performed in a manner, which will provide continuous uniformity in the dimensions of the stripe. The cutoff ends of the stripe shall be square. The sides of each stripe shall be uniform and straight (excluding final bead application and binder- sealer). Width and thickness dimensions shall be as follows:

White Markings:

- (a) Lane Line 4in by 0.1in
- (b) Edge Line 4in by 0.1in
- (c) Stop Line 24in by 0.15in
- (d) Crosswalk Line 6in by 0.15in
- (e) Block Style Crosswalk 24in by .15in
- (f) Symbols and Legends M.U.T.C.D. Standard

Yellow Markings:

- (a) Center Line 4in by 0.1in
- (b) Cross-hatch Line 4in by 0.15in

7. Immediate Reflectance: Type IIA Glass beads shall be applied by an automatic dispenser to the top surface of the hot applied thermoplastic stripe immediately after the stripe is formed on the pavement. The glass beads shall be embedded into the top surface of the stripe to at least one-half (1/2) of the bead diameter and at an application rate of one pound of beads per ten square foot of compound.

PART 4 – MEASUREMENT AND PAYMENT

A. MEASUREMENT

Linear pavement markings will be measured to the nearest foot, complete-in-place for the width specified. Symbols will be measured per each, complete-in-place. Measurement for payment of these items will be by Plan Measurement in accordance with Section 01270, Measurement and Payment of Unit Prices.

B. PAYMENT

1 **Retroflective Preformed Pavement Markings:** Concrete pavement markings will be paid for at the respective contract unit prices as listed in Section 00412, Unit Prices and such payment and prices shall constitute full compensation for all surface preparation and cleaning, labor, tools, materials and equipment necessary to complete these items.

2 **Hot Applied Thermoplastic Pavement Markings:** Asphalt pavement markings will be paid for at the respective contract unit prices as listed in Section 00412, Unit Prices and such payment and prices shall constitute full compensation for all surface preparation and cleaning, labor, tools materials and equipment necessary to complete these items.

3 **Retro Reflective Preformed Pavement Marking Symbols:** All pavement marking symbols will be paid for at the respective contract unit prices as listed in Section 00412, Unit Prices and such payment and prices shall constitute full compensation for all surface preparation and cleaning, labor, tools, materials and equipment necessary to complete these items.

END OF SECTION

A. GENERAL

The sealing of masonry joints and other items of work as shown on the construction documents shall consist of cleaning, preparing and installation of backup materials and sealing the joint with a one-part ultra low modulus silicone sealant. Reference MoDOT Std. specification 717.40, except as modified herein.

1 Joint Surface Preparation: Any joints ¼ inch or greater shall be cleaned and packed with backing rod and silicone joint sealant. All joints less than ¼ inch shall be cleaned and caulked only with the silicone joint sealant. All joint interfaces shall be cleaned of possible contaminants by grinding, saw cutting, sandblasting, wire brushing or other methods approved by the Engineer. The joint interfaces must be fully cured, and dry or free of moisture at the time of installation. Remove all loose particles by oil free compressed air or vacuum of at least 90 psi before the application of the backer rod and sealant.

2 Joint Backing Material: The joint areas shall be packed with backer rod closed cell expanded polyethylene foam to obtain the appropriate depth of the sealant. The backer rod material shall be slightly oversized to fit snugly in the joint opening.

The backer rod shall be resilient, compressible in nature, nonabsorbent, non shrinking and compatible with the sealant. The backer rod shall be used in the bottom of the joint slot to ensure that the sealant adheres to the sidewalls or interface of the joint.

Physical Properties of Closed-Cell Resilient Foam

Density	1.8 lbs/cu. Ft., minimum
Water Absorption	(immersed in water 48 days) approx. 4% by volume
Compression	(50% deflection) approx. 15 psi
Recovery	(7 days after being held 7 days at 50% deflection) Approx. 90% of original thickness
Tensile Strength	Approximately 25 psi
Softening Point	Approximately 160° F

B. SILICONE SEALANT

The sealant shall be a one component, cold applied, ultra low modulus silicone sealant with +100% elongation and –50% compressive joint movement capability. The sealant shall meet the following requirements:

PROPERTIES LIMITS REFERENCE

Appearance	Smooth, uniform gray paste	Visual
Flow, inches	0.2 minimum	MIL S 8802
Extrusion rate, gms/minute	90-250	MIL S 8802
Tack free time, minutes	35 – 75	
Cure time	7 days @ 75° - 90° F and 45 – 55% R.H.	
Specific Gravity	1.450 – 1.515	ASTM D792
Durometer, Shore A	15 – 25	ASTM D 2240
Tensile stress @ 150% Elongation, psi	45 maximum	ASTM D 412 Die C
Elongation, %	1200 minimum	ASTM D 412 Die C

C. SEALANT PLACEMENT

The sealant must be placed to the proper configuration as shown on the plans.

Joint sealant shall be protected from dust and other foreign matter until cured to a tack-free condition.

The sealant should be pumped directly from the original container into the joint by the use of an air-powered pump. The nozzle should be moved slightly along the joint, pushing the sealant ahead to form a uniform head.

The sealant shall fill the joint from the bottom to slightly below the pavement surface. Immediately after placement and before a skin forms, the sealant must be tooled to force it against the joint face and recess the bead the required 1/8 inch below the top of the joint. This tooling is required because the material is not self-leveling and must be forced against the joint faces to wet them and gain maximum adhesion.

D. PACKAGING

The container for the joint sealant shall be labeled showing the material contained, the date manufactured, and the shelf life.

E. APPROVAL

The Contractor shall furnish Manufacturer's certification attesting that the materials supplied conform to the requirements of these specifications.

Application instructions supplementing those specified herein shall be given in detail by the supplier of the joint sealer prior to the start of the job.

F. PAYMENT

No separate payment will be made for silicone joint sealant. All cost pertaining to this item shall be included in the contract prices of other items as listed in Section 00412, Unit Prices.

END OF SECTION

A. GENERAL

- 1 This section covers the construction of PCC Curb, Type CS Integral curb & Sidewalk, type II, Curb & Gutter including MoDOT Type "B" (Barrier) Curb & Gutter and Type "S" (Separated) Barrier Curb as indicated in the Contract Documents.
- 2 Concrete curb or curb & gutter construction, including Type CS as modified by the plan documents (Type CS mod), shall conform to APWA-KCMO Section 2209 and Standard Drawing No. C. All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association, Standard Specification and Design Criteria (APWA) as amended and supplemented by the Department of Public Works of the City of Kansas City, Missouri shall apply, unless otherwise specified herein. Concrete curb and gutter construction which is in the jurisdictional area of the Parks and Recreation Department shall be constructed in conformance with the Parks and Recreation Department Standard Specification and drawings (Parks CG-1 mod), except that the continuous No. 4 rebar shall be placed centered two (2) inches from top of curb.
3. All disturbed asphalt pavement shall be reconstructed in accordance with one or more of the following sections of this Project Manual:
 - a. Section 02740, Flexible Pavement and/or;
 - b. Section 02750, Portland Cement Concrete Paving.

B. CURB INLETS THROATS

Curb inlet throats shall conform to KCMO Standard Drawing Number CI-2, Curb Inlet (Type 2).

C. MATERIALS

Concrete shall conform to APWA-KCMO Section 2208.2.B, and shall be MCIB Mix No. WA610-1-4-0.410 or WA561-1-2-0.410 or approved equal.

D. MEASUREMENT

All curb will be measured to the nearest 10th of a foot. Measurement for curb shall be carried through inlet transitions but not through driveway aprons unless curb and gutter are carried continuously across the apron. Curb inlet throats shall be measured as curb. Measurement for payment of curb will be by Field Measurement in accordance with Section 01270, Measurement and Payment of Unit Prices

E. PAYMENT

Payment for curb and gutter will be made at the contract unit price per linear foot for each respective type of concrete curb as listed in Section 00412, Unit Prices and such payment and prices shall constitute full compensation for all labor, tools, materials, reinforcing steel and equipment necessary to complete these items.

END OF SECTION

A. Applicable Standards

Sidewalks, driveways, and handicap ramps shall conform to the standard drawings and to Section 2300 of the "Construction and Material Specifications" and the latest supplement thereto including Section 2209.2 "Materials".

B. Grading and Sub-grade Preparation

Prepare sub-grade in conformity with the typical section and standard spec Section 2301.3B. Contractor shall proof roll the sub-grade and under-grade where directed by the Engineer. Minor fills and under-grading backfill are typically made with untreated compacted aggregate. Grading will be paid for as specified in section 2310 of this manual.

C. Sidewalks

1 Required Dimensions. The minimum width of public sidewalks on residential streets shall be four feet. On higher class streets the minimum width shall be five feet. The minimum allowable thickness for concrete sidewalks shall be four inches.

2 Grades and Slopes. The grade or slope along the length of the walk shall be as near parallel to the street gradient as practical. The standard cross slope shall be one foot per 50 feet or 2% maximum, and shall not exceed this when crossing drives. Sidewalks, and sidewalk sections thru driveways, shall slope toward the street at the same 2% except as specifically directed by the project plans. The finish grade of the sidewalk shall allow the grass area between the curb and the sidewalk (sometimes called parkway) to slope toward the street at a typical grade of 4%, except as shown on the plans.

3 Sidewalk shall be marked off in squares by contraction joints. The length of the squares shall be equal to the width of walk up to 8 feet.

4 Isolation joints shall be constructed where walk abuts driveways, points of curb return, similar structures, and not exceed 250-foot centers. Seal only isolation joints.

5 All catch basins, manholes, poles, pole foundations, fire hydrants, and other vertical obstructions shall be adjusted to within 1/8 inch of the sidewalk grade and boxed in with isolation joints. All curb stop boxes and valve covers shall be adjusted to within 1/8 inch of the sidewalk grade and movable portions shall be left free and clean (box out and isolation joint not required). Tool a joint line for the crack.

6 Widen the sidewalk to assure 36" clear paved passage around obstructions. With vertical obstructions on both sides the clear width shall be 48".

7. Cure as specified in Section 2301.5 (and supplement).

D. Wheelchair Accessible Curb Ramps

1 Wheelchair access curb ramps shall conform to APWA Sidewalk Ramp Detail drawing SW-1 dated Dec. 18, 2002 and the most current KCMO supplementary sidewalk ramp standard drawings. ADA ramps may be poured monolithically with the curb in lieu of dowelling shown on the standard drawing. Maximum slope of ramps shall be no steeper than one inch per foot. The minimum allowable thickness for wheelchair accessible curb ramps shall be eight inches.

2 CONTRACTOR'S attention is directed to the required detectable warning strips. Detectable Warnings/ Truncated Domes. Take care to properly locate the warning strips.

3 CONTRACTOR shall submit shop drawings in accordance with section 01330 – Shop Drawings and Material Submittals of this Project Manual, which clearly defines the method and materials used for detectable warning. Rolled, stamped, or glued detectable warning will not be permitted.

E. Driveways

1 **General.** Driveway entrances shall be constructed in accordance with Standard Drawings D-1, D-2, D-3, and the project plans.

2. **Construction.**

a. Concrete shall not be allowed to extrude from below the bottom of the forms so as to cause an irregular alignment at the street paving. Joints shall be located as shown on the Standard Drawings for the various entrance types. Isolation joint filler shall be one-half (1/2) inch thick for driveways. Seal isolation joints.

b. Residential driveways may be closed for no longer than four (4) consecutive days (one work-day to remove and replace concrete, three days to cure) (slag mixes require 7-10 days cure). In special cases, i.e. to aid the handicapped, access may be allowed on residential drives after one days cure. Contractor shall notify residents of the time and length of the closures.

c. Commercial driveway entrances shall be closed and protected until the concrete achieves a compressive strength of 3000 psi.

d. Driveway Curb. No separate payment will be made for curb transitions on driveway flares or radii. This work is considered part of the entrance and shall be measured with the drive entrance.

3. **Asphalt driveways** shall be rebuilt to match the existing thickness but shall be not less than 3" of Type 2-01 asphalt installed in accordance with Section 2205 on a compacted aggregate base. Sub-grade shall be constructed in accordance with paragraph B above.
4. **Gravel driveways** are illegal in Kansas City (City Code 52-35). Replace the disturbed portion of gravel drives with asphalt. Aside from minor grading to match the new drive or entrance edge, leave the remaining gravel as is.
5. **Concrete Paver Driveways.** Existing concrete paver driveways shall be removed and relaid to smoothly match the new construction. Contractor shall relay the concrete pavers at the grade specified by the Engineer on a prepared base equivalent to the existing base (not less than 1" of sand over filter fabric over a thoroughly compacted sub-grade). Otherwise, construction shall conform to APWA 2304. If additional concrete pavers are required to complete the work, CONTRACTOR shall provide materials that match the existing material - submittal approval required. Pattern, joints, and joint sand shall match the existing pavers. Payment for concrete base is subsidiary to the paver pay item.

F. Parks and Recreation Department Requirements

All sidewalks and driveways constructed along streets under the jurisdiction of the Parks and Recreation Department shall be meet the requirements of that department as shown in Parks and Recreation's details (primarily wire fabric). Work on said streets shall also require a separate permit from the Parks and Recreation Department.

G. Concrete Stamp

CONTRACTOR shall identify his work with an appropriate metal or hard rubber stamp approximately 4" x 6" in size. The stamp shall satisfactorily identify the Contractor and shall show the year of the contract. The stamp and application of the stamp to the work shall be subject to the approval of the Engineer.

Each driveway shall be stamped once near the sidewalk or property line. Continuous sections of sidewalk and/or curb shall be stamped at both ends of the block.

The City may accept, but will not pay for unstamped curb, sidewalk or driveway.

H. Cleanup

1. Cleanup shall follow the work progressively. The CONTRACTOR shall cleanup and remove all rubbish, excess dirt, rock, broken concrete,

splatter and overspray, equipment, tools, and temporary construction items from each property within a maximum period of five (5) working days after each phase of the work is completed on that property. A completed unit of work includes cleanup (poor cleanup = no pay).

2. **Off-season Construction.** Tear-out operations will be limited to an amount that can be reconstructed the next work-day during the period from November 1 to March 15.

I. Measurement

Sidewalks, driveways, steps, ramps, and detectable warnings will be field measured along the neat lines of construction, and rounded to the nearest square foot for payment. Curvilinear measurement shall be along the outside edge of the curve. When detectable warnings are paid "per Each", that shall mean per each ramp regardless of length or shape of the detectable warning.

J. Payment

Payment will be made at the respective unit prices listed on form 00412 - Unit Prices for completed and accepted units of work. Payment for the "detectable warnings" shall be in addition to the ramp concrete pay item.

ENDF SECTION

02800 Lighting

A. GENERAL

Refer to the current edition of the KCMO APWA Specification Section 2800 for work pertaining to Lighting.

Contractor shall obtain the latest version of KCMO APWA Specification Section 2800 from the KCMO website.

B. MEASUREMENT

Measurement shall be as indicated in KCMO APWA Specification Section 2800.

C. PAYMENT

All items pertaining to Lighting will be paid for as indicated in KCMO APWA Specification Section 2800.

END OF SECTION 02800

Section 02930

SEEDING

PART 1 - GENERAL

1-1. **SCOPE.** This section covers the operations necessary to produce established grass covered areas for erosion control. The contractor shall provide all materials, labor, and equipment to complete the seeding work in accordance with this specification.

All areas disturbed by construction operations including areas of cut and fill, trenching, temporary roads, and temporary staging or storage areas shall be seeded unless otherwise specified herein to be sodded.

The sequence of work shall be cleaning, application of fertilizer, tilling, seeding, covering and firming, and application of mulch. All seeded areas shall be mulched with grain straw or wood cellulose fiber, or covered with erosion control fabric.

1-2. **PERSONNEL AND EQUIPMENT.** All seeding work shall be performed by a contractor having demonstrated experience in seeding on projects of similar size. The work shall be prepared by experienced personnel who are familiar with the required work and who are under the supervision of a qualified foreman at all times when the work is in progress.

The Contractor shall have access to equipment such as a fertilizer spreader, farm tractor with tilling equipment, grass seed drill or cultipacker type seeder, mulch blower, or hydromulcher for application of mulch, and straight serrated disk for crimping mulch into the soil.

1-3. **SUBMITTALS.** Follow the procedures for submittals provided in Section 01330.

Invoices and Analysis Labels: A copy of the supplier's invoices for all seed, mulch, and fertilizer which shows the quantity by weight purchased for the project and a representative label bearing the manufacturer's or vendor's guaranteed statement of analysis shall be submitted to the Engineer for review and approval to assure compliance with specified requirements for quality and application rates.

1-4. **DELIVERY, STORAGE, AND HANDLING.** Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 - PRODUCTS

2-1. SOIL FOR REPAIRS. The soil used in any repair work shall be of a quality at least equal to that which exists in areas adjacent to the area to be repaired. Soil shall be free from tree roots, clay balls, stones, and other materials that hinder grading, planting, and maintenance operations and that is free from noxious and other objectionable weed seeds and toxic substances.

2-2. MULCH.

A. Vegetative Type:

1. Straw mulch shall be baled, dry, unweathered, and show no signs of discoloration and mold damage.
2. A minimum of 50 percent of weight of the herbage making up the material shall be a minimum of 10 inches in length. Mulch material containing an excessive amount of weed and crop seeds will not be acceptable.

B. Cellulose Fiber Mulch:

1. Wood cellulose fiber shall be prepared from virgin wood fibers containing no substance of factor which might inhibit germination or growth of grass seed. It shall be dyed an appropriate color to allow visual maintenance of its application and shall contain a tacking agent. The wood cellulose fibers shall be evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like groundcover which readily absorbs water and allows infiltration to the underlying soil. Weight specifications from suppliers, and for all applications, shall refer only to air dry weight of the fiber, at a standard equivalent of 10 percent nominal moisture content.
2. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds and shall be marked by the manufacturer to show the air dry weight content. Suppliers shall certify that laboratory and field testing of their product has been conducted. Certificates shall be submitted in accordance with Section 01330 and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

2-3. STARTER FERTILIZER.

A. Starter Fertilizer:

1. Fertilizer shall be pelleted or granulated and shall be an approved brand composed of a "Slow Release Nitrogen" fertilizer in the 1-2-1 range, such as 13-25-12 grade, uniform in composition free flowing and suitable for application with approved equipment, delivered to the site in convenient containers, each fully labeled, conforming to the applicable state fertilizer laws, bearing the name, trade mark, or trade name, and a warranty of the producer.

B. Herbicide:

1. Pre-emergent herbicide shall be siduron (Tupersan). In areas where herbicide runoff may compromise water quality, herbicide should be Glyphosage, N-(phosphonomethyl) glycine in a form approved for aquatic applications.

2-4. SEED.

A. Pure Live Seed:

1. The following formula shall be used to determine the amount of commercial seed required to provide each kind of seed for the specified quantities of pure live seeds:

$$\text{Pounds of Commercial Seed Required} = \frac{10,000 \times \text{Pure Live Seeds (lbs. per acre)}}{\text{Purity (percent)} \times \text{Germination (percent)}}$$

2. Type "A" Seed: This seeding mixture will normally be used when seeding is required in areas of established yards, shoulders and slopes in street Right-of-Way, and any other areas where a high-type seeding is deemed necessary. The seed mixture will be 100 percent Turf-Type Tall Fescue composed of an equal mix of three of four compatible species. The mixture shall not include any varieties of the slower growing Turf-Type Tall Fescue "Dwarf". The species shall be one of the following or equal as approved by the Engineer:

Apache	Arid	Austin
Bonanza	Carefree	Chieftan
Cimmaron	Cochise	Falcon
Guardian	Houndog	Jaguar II
Maverick II	Mustang	Olympic

Phoenix	Rebel II	Rebel 3D
Safari	Shenandoah	Thoroughbred
Titan	Tribute	Vegas

The seed mixture shall also include 100 percent Annual Rye grass to provide a temporary grass stand. The seed shall be sowed at a rate of 10 lbs. per 1000 square feet (436 lbs. per acre) of the Turf-Type Tall Fescue and 2 lbs. per 1000 square feet (87 lbs. per acre) of the Annual Rye.

- Type "B" Seed: This seeding mixture will normally be used to seed areas off street right of ways that are not maintained.

Kind of Seed	Minimum Pure Live Seed	Rate of Pure Live Seed (Lbs. per Acre)
Alta Fescue or Kentucky 31 Fescue (Festuca Elatior Var. Arundinces)	75	90
Rye grass (Lolium Perenne or L. Multiflorum)	80	50
TOTAL		140

- Type "C" Seed: This seeding mixture will normally be used in public parks, wild life refuges, and any other areas where this seeding mixture is deemed necessary. The types of seeding mixtures for different habitats will be as follows:

Planting Habitat	Scientific Name	Common Name	Initial or Permanent Cover	Coverage
Wet Woodland	Elymus virginicus L.	Virginia Wild Rye	P	3 lbs/ac pls
	Cinna arundinacea L.	Woodreed	P	100 plants/ac
	Sporobolus heterolepis A. Gray	Prairie Dropseed	I,P	3 lbs/ac pls
	Elymus canadensis L.	Canada Wild Rye	P	3 lbs/ac pls
	Festuca octoflora	Six-weeks Fescue	I	0.5 lbs/ac pls
	Triticum aestivum L.	Winter Wheat	I	60 lbs/ac pls

Dry Woodland	Elymus canadensis L.	Canada Wild Rye	P	3 lbs./ac pls
	Elymus virginicus L.	Virginia Wild Rye	P	3 lbs/ ac pls
	Sporobolis heterolepis A. Gray	Prairie Dropseed	I,P	3 lbs/ac pls
	Triticum aestivum L.	Winter Wheat	I	60 lbs/ac pls
Planting Habitat	Scientific Name	Common Name	Initial or Permanent Cover	Coverage
Wet Open	Elymus canadensis L.	Canada Wild Rye	P	3 lbs./ac pls
	Echinochloa muricata Fern.	Rough Barnyard grass	I,P	2 lbs/ac pls
	Spartina pectinata	Prairie Cordgrass	P	200 rhiz./ac
	Leersia oryzoides	Rice Cutgrass	P	200 rhiz./ac
	Triticum aestivum L.	Winter Wheat	I	60 lbs/ac pls

5. Adding Switchgrass (*Panicum virgatum* – 3 lbs./acre) to the wet open mix would be a good idea. Of the native grasses listed, it provides the greatest soil erosion control because of its extensive root system. It is also drought tolerant and a warm season grass while the others are primarily cool season.

PART 3 - EXECUTION

3-1. PREPARATION OF SUBSOIL.

A. General

1. The work shall not be started until substantially all earthwork has been completed. Backfills and fills shall be allowed to settle and the topsoil spread and finish grading completed immediately before the work is started.

B. Clearing

1. Prior to grading and tilling, vegetation that may interfere with operations shall be mowed, grubbed, and raked. The collected material shall be removed from the site. The surface shall be cleared of stumps, stones larger than 3 inches, roots, cable, wire, and other materials that might hinder the work or subsequent maintenance.

C. Grading

1. Earthwork and grading shall be in accordance with Section 02200.

D. Cleanup

1. Within reasonable time after completion of the construction operations, the entire area shall be cleared of excess soil and waste material, including, but not limited to, stones, stumps, roots, brush, wire, grade stakes, and all objects that might be a hindrance to maintenance operations or affect the visual appearance of the site. All roads over which hauling operations have been conducted, regardless of the type of surfacing, shall be kept clean, and soil clods and debris left on the surface shall be removed. The wheels of vehicles shall be cleaned to avoid leaving soil upon the surface of roads, walks, and other surfaced areas.

3-2. TOPSOILING

A. Materials

1. Field exploration of the site shall be made to determine if there is sufficient surface soil of good quality to justify stripping. Topsoil shall be friable and loamy: loam, sandy loam, silt loam, sandy clay loam, or clay loam. It shall be free of debris, trash, stumps, rocks, root, and noxious weeds and shall give evidence of being able to support healthy vegetation. It shall contain no substance that is potentially toxic to plant growth.

B. Stripping

1. Topsoil operations should not be performed when the soil is wet or frozen. Stripping shall be confined to the immediate construction area. Stripping depth may vary depending on the particular soil. All perimeter dikes, basins, and other sediment controls shall be in place prior to stripping.

C. Stockpiling

1. Topsoil shall be stockpiled in such a manner that natural drainage is not obstructed and no off-site sediment damage results. Side slopes of the stockpile shall not exceed 2H:1V. Perimeter controls must be placed around the stockpile immediately.

D. Site Preparation

1. The site shall be prepared for topsoil in accordance with Section 02200.

E. Applying Topsoil

1. Topsoil shall be placed in accordance with Section 02200.

3-3. FERTILIZING. Application of Fertilizer: Fertilizer as specified shall be applied within 24 hours prior to the tilling operation. The fertilizer shall be distributed over the entire area to be seeded at the rate of 200 pounds per acre, and incorporated into the soil to a depth of at least 4 inches by disking or harrowing methods. Fertilizing rate is equivalent to 2.3 pounds per 500 square feet.

3-4. SEEDING.

A. Preparation of Seed Bed

1. After fertilizer has been applied, the areas to be seeded shall be tilled to a depth of at least 4 inches by disking, plowing, harrowing, or other accepted methods until the soil is well pulverized and smoothed with a weighted spike-tooth harrow, railroad chains, or bridge timber float drag. When a chisel plow is used, the chisels shall be set not more than 10 inches apart and the areas shall be cross- or double-tilled. All areas shall be left smooth for ease of mowing. All operations shall be done in a direction parallel to the contour lines on the slope and not uphill or downhill. Areas tilled shall be maintained until seeding and mulching is complete to insure a smooth area with no gullies or depressions.

B. Application of Seed

1. Seeding equipment calibration tests shall be made in the presence of the Engineer to determine the equipment setting required to apply the seed at the specified rates. Markers shall be used to ensure that no skips occur between successive passes of the seeder. If unplanted skips and areas are noted after germination and the growth of the grass, the unplanted areas shall be seeded at no additional cost to the Owner. The seed box shall be kept at least half full during seeding operations to ensure even distribution of seed over all the areas seeded. The areas and types of seeding to be used shall be specified on the plans. The types of acceptable seeding depending upon the area are as follows:
2. All seeding work shall be done between the dates of February 1 and April 15 for spring planting or August 15 and October 15 for fall planting.

Sowing shall be accomplished by use of an approved mechanical seeder or drill (hand spreader can be used in small areas), Making sure that successive seed strips overlap to provide uniform coverage. The mixtures shall be applied in a crossing pattern of two passes, each applying half of the seed required. Seed should be drilled to a depth of 1/2 inch. The sprigs (rhizomes) shall be broadcast evenly and uniformly on the soil surface.

C. Compaction

1. Immediately following the completion of seeding operations, the entire area shall be compacted by means of a roller weighing at least 60 but not more than 90 pounds per linear foot of roller or any other method approved by the Engineer.

3-5. SEED PROTECTION.

A. Application of Herbicide

1. Following completion of seeding operations, pre-emergent herbicide as specified shall be applied to all seeded areas at the rate suggested by the manufacturer.

B. Mulching

1. Mulching shall be done within 24 hours following the seeding operation except in the case of wood cellulose type mulch.
2. Vegetative Type Mulch. Straw mulch shall be spread uniformly in a continuous blanket at a depth of not less than 1-1/2 inches and not more than 2 inches loose measurement (approximately 1-1/2 to 2 tons per acre). Mulch shall be spread by hand or by a blower type mulch spreader. Blower type mulch spreaders shall be adjusted and operated in such a manner as to prevent excessive breakage of the mulch material. If this cannot be accomplished, the mulch shall be spread by hand. Care shall be exercised to ensure that all wire from baled hay is collected as it is removed from the bale. Mulching shall be started at the windward side of relatively flat areas, or at the upper part of a steep slope, and continued uniformly until the area is covered. The mulch shall not be bunched.
 - a. No mulch shall be spread unless it can be anchored on the same day.
3. Anchoring Straw Mulch. The straw mulch shall be anchored in the soil to a depth of 2 to 3 inches by a notched disk set straight or a mulch crimping

machine. The machine shall be weighted and operated in such a manner to secure the mulch firmly in the ground to form a soil binding mulch and prevent loss or bunching of the hay by wind. Two or more passes may be required to anchor the mulch to the satisfaction of the Engineer.

4. Application of Wood Cellulose Fiber. Wood cellulose fiber mulch shall be applied with a hydromulcher at not less than 1000 pounds per acre. Precautionary measures shall be taken in preventing overspray on structures, paving, and plantings.

3-6. MAINTENANCE.

A. Watering

1. Promptly after seeding and mulching, wet the seedbed thoroughly. Watering shall continue so as to keep all areas moist throughout the germination period.

B. Water Usage

1. Water used in this work shall be furnished by the Contractor and shall be suitable for irrigation and free from ingredients harmful to plant life. All watering equipment required for the work shall be furnished by the Contractor. Water shall be taken from adjacent fire hydrants or public waterlines only through hydrant connections permitted and issued by the Engineer. Written approval from the property owner shall be obtained prior to the use of suitable water from ponds or creeks. Water from private owners shall also be metered.

C. Maintenance of Area

1. The Contractor shall be responsible for maintaining all seeded areas until acceptance by the Engineer. If at any time before acceptance of the completed contract, any portion of the seeded surface becomes gullied or otherwise damaged, or the seeding has been damaged or destroyed, the affected portion shall be cleared of stones, etc. and repaired to re-establish the specified condition prior to the acceptance of the work.
2. In established yards, shoulders and slopes in street right-of-way, and any other areas where a Type "A" seeding is necessary, all newly seeded grassed areas shall be kept in a healthy growing condition by watering, weeding, mowing, trimming, edging, etc., until completion and acceptance by the Engineer. The seeded areas shall be mowed with approved

mowing equipment to a height of 3 inches whenever the average height of vegetation becomes 6 inches.

3. Turf grass of one-square foot or more that does not show definite growth and establishment shall be re-seeded in accordance with all requirements of this section including soil preparation and mulching by the Contractor at no additional cost to the Owner. The Contractor shall continue the care and maintenance of all seeded areas as specified above until all work of this project has been satisfactorily completed and all deficiencies have been corrected at which time final inspection shall be made.
4. Areas Off of Street Right-of-Way: All seeded areas shall be maintained until acceptance by the Engineer. Maintenance shall include repair of erosion damage, re-seeding, including all preparation requirements maintenance of mulch, and watering.

End of Section

SECTION 03330 – Abutment and Slab Delaminated / Spall Repairs

A. GENERAL

This work shall consist of furnishing all materials, labor and equipment necessary to perform the delaminated/spall repairs of the Broadway Bridge over 30th Street Project as designated in the plans and included in these specifications. All section references made are to the Missouri Standard Specification for Highway Construction, 2011 except as noted.

B. REPAIR

The repair shall be hand placed utilizing Special Mortar and procedures as required herein. See plans for location and approximate size of each area of repair.

C. CONSTRUCTION REQUIREMENTS

1. General: A one inch saw cut shall be made along the boundary perimeter of the deteriorated area. The area of repair shall be made approximately rectangular. Concrete within the boundary of repairs shall be removed a minimum of 1 inch beyond the inside edge of the reinforcing bars if exposed. The exposed reinforcing shall be thoroughly cleaned by sandblasting. If any reinforcement is extensively deteriorated, it shall be replaced with a bar of like size and with adequate bond provided by lap length or other approved means. Loose particles and dust shall be vacuumed or blown out so that only sound concrete remains. That portion removed shall be repaired and satisfactorily cured before any further removal shall be done.

Pavement breakers of the 35-pound class may be used for concrete removal and chipping hammers of the 15-pound class shall be used to remove concrete from beneath any reinforcing bars where required, unless in the opinion of the Engineer, another method would be less damaging to the concrete to remain in place. The bits shall be sharp in order to reduce pounding.

Dispose of all material in accordance with Section 02702.2 of the Project Specifications.

2. Repair: After the deteriorated concrete has been removed, the area shall be cleaned and washed with water and repaired with special mortar to match the existing concrete. The special mortar shall be as specified herein.

D. SPECIAL MORTAR

The special mortar shall be one of the following materials:

1. SikaQuick 1000

This material, as supplied by Sika Corporation, shall be concrete gray in color and shall be applied in accordance with the manufacturer's instructions.

The material is a one component, rapid hardening, early strength gaining, cementitious patching material for concrete designed for horizontal and vertical applications. This material can be used for repairs from ¼" to 1" deep as a mortar, and extended to depths greater than 1" when combined with aggregate.

This material shall not be applied when the ambient temperature is below 45F or above 90F. It should be applied to a surface that is free of grease, oil, dirt, or any other contaminants that can adversely affect the bond.

For applications greater than 1" in depth, add aggregate per the manufacturer's recommendations. Aggregate shall meet the requirements of Section 1005 of the Missouri Standard Specifications.

2. Meadow-Crete GPS

The material, as supplied by W.R. Meadows, Inc., shall be cement gray in color and shall be applied in accordance with manufacturer's recommendations.

This material is a one component, polymer modified, shrinkage-compensated, fiber-reinforced, cementitious repair mortar. This material is ideal for patches from ¼" to deep horizontal, vertical, and overhead repairs of concrete, either small or large areas, interior and exterior application.

This material shall not be applied when the ambient temperature is below 40F, above 90F, or when rain is imminent. It should be protected from freezing for a minimum of 24 hours. It should be applied to a surface that is free of grease, oil, dirt, or any other contaminants that can adversely affect the bond.

For applications greater than 2" deep, add aggregate per the manufacturer's recommendations. Aggregate shall meet the requirements of Section 1005 of the Missouri Standard Specifications.

Prime substrate with a slurry coat (2 parts Meadow-Crete GPS powder to 1 part Acry-Lok from W.R. Meadows). Allow slurry coat to become tacky prior to application of Meadow-Patch T1. Do not allow slurry coat to become tack free.

3. Sto Full-Depth Repair Mortar – CI

This material, as supplied by Sto Corporation, shall be concrete gray in color and shall be applied in accordance with the manufacturer's recommendations.

This material is a one component mortar. This material can be used for repairs from ½ to 4 inches in depth. It can also be extended with aggregate for deeper applications.

This material shall not be applied when the surface and ambient temperatures are below 45-50F. Applications made when the temperatures are above 85F would follow the Hot Weather Application guidelines as per ACI. It should be applied to a surface that is free of grease, oil, dirt, or any other contaminants that can adversely affect the bond.

For applications depths greater than 4 inches, add aggregate per the manufacturer's recommendations. Aggregate shall meet the requirements of Section 1005 of the Missouri Standard Specifications.

4. Bonsal Fast Set Cement Mix

This material, as supplied by Bonsal American, shall be concrete gray in color and shall be applied in accordance with manufacturer's recommendations.

This material is a polymer modified, rapid setting hydraulic cement repair mortar. For best results, the 118 Primer/Admixture from Bonsal American should be combined with this material as an admixture.

This material shall not be applied when the ambient temperature is below 40F, above 90F. It should be protected from freezing for a minimum of 24hours and protected from heat and direct sun for 12 hours. It should be applied to a surface that is free of grease, oil, dirt, or any other contaminants that can adversely affect the bond.

For repair areas greater than 2" deep, add aggregate per the manufacturer's recommendations. Aggregate shall meet the requirements of Section 1005 of the Missouri Standard Specifications. It is recommended that the substrate be primed with 118 Primer/Admixture from Bonsal American. Follow manufacturer's recommendations.

E. PLACEMENT OF REPAIR MATERIAL

Finish all patch areas to proper elevations to insure that all surface moisture will drain freely off of the surface.

F. MEASUREMENT

Measurement for payment shall be made to the nearest square yard for Abutment Delaminated/Spall Repairs.

When areas of substructure repair on different planes intersect at a common corner, the computed area of repair on each plane will be measured to the original common corner.

The extent of substructure repair may vary from the estimated quantities but the contract unit price shall prevail regardless of the variation.

No separate measurement for payment will be made for reinforcing steel, surface preparation, or falsework necessary for each type of repair.

G. PAYMENT

Abutment Delaminated/Spall Repairs will be paid for at the contract unit price listed in the "Bid Form-Unit Prices" per square yard. Payment will be made per plan quantity unless substantial changes are approved by the engineer.

END OF SECTION 03330

SECTION 03331 – Epoxy Pressure Injection

A. GENERAL

This work shall consist of the epoxy pressure injection of cracks in the bottom of the top slab and faces of the abutments of the Broadway Bridge over 30th Street as designated in the plans and included in these specifications.

The plans indicate the location of two cracks to be pressure injected. However, based on the initial start of field work, the length of cracks may be found to be longer or other cracks requiring pressure injection may be found.

B. MEASUREMENT

Epoxy - The epoxy material shall consist of a two-component system in accordance with the requirements of ASTM C 881, Type IV, Grade 1, except that the viscosity shall be a maximum of 4.5 poise (0.45 Pa-s). The Class designation of the epoxy shall be determined according to the temperature that exists on the job.

Certification - The contractor shall furnish manufacturer's certification that the material supplied is in accordance with these specifications. The certification shall include or have attached typical test results for all specified properties required by ASTM C 881 for the injecting resin. The engineer reserves the right to sample and test any or all material supplied.

C. CONSTRUCTION REQUIREMENTS

The surface to receive the epoxy grout shall be cleaned of laitance, grease and foreign matter by sandblasting. The cracks shall be cleaned of debris by using oil-free and water-free compressed air or vacuum. After the cracks are cleaned, the epoxy shall be injected in accordance with manufacturer's recommendations. The temporary surface seal and placement and method of attachment of injection ports shall be in accordance with the epoxy manufacturer's recommendations.

D. MEASUREMENT

The extent of epoxy pressure injecting may vary from the estimated quantity but the contract unit price shall prevail regardless of the variation. The epoxy pressure injecting will be measured to the nearest linear foot.

E. PAYMENT

Epoxy Pressure Injection will be paid for at the contract unit price listed in the "Bid Form-Unit Price" to the nearest lineal foot. The payment for the work shall include all materials, equipment, labor and any other incidental work necessary to complete this item. Payment will be made per plan quantity unless substantial changes are approved by the engineer.

END OF SECTION 03331

SECTION 03700 –CORROSION PROTECTION

PART 1 GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 Summary

- A. This Section includes furnishing all labor, tools, materials, equipment and services necessary to properly install embedded galvanic anodes.
- B. Embedded galvanic anodes are designed to provide localized corrosion protection. When placed at the appropriate spacing along the perimeter of concrete patches or along the interface between new/existing concrete, the anodes mitigate active corrosion and the formation of new corrosion sites in the adjacent existing concrete.

1.3 References

- A. ACI/ICRI Concrete Repair Manual
- B. ACI Guideline No. 222 – Corrosion of Metals in Concrete
- C. ACI Repair Application Procedure (RAP) Bulletin 8 – Installation of Embedded Galvanic Anodes (2010)
- D. ICRI Guideline 310.1R-2008 Guide for Surface Preparation for the Repair of Deteriorated Concrete resulting from Reinforcing Steel Corrosion
- E. ASTM A615/A615M Standard Specification for Deformed and Plain Billet-Steel Bar for Concrete Reinforcement
- F. ASTM B418-12 – Standard Specification for Cast and Wrought Galvanic Zinc Anodes

1.4 Manufacturer Extended Limited Warranty

- A. Contractor shall provide a Limited Warranty with a notarized signature from a corporate officer of the anode manufacturer.
- B. The Limited Warranty shall state the following:
 - 1. The published anode spacing guidelines for anode size and spacing are based on an estimated 10-20 year anode service life.
 - 2. The galvanic anodes will remain electrochemically active and produce galvanic current in relation to the environment in which it is installed for a minimum of 5 years from the date of anode installation.

2. The anode unit, including its constituents, does not include substances that may cause adverse effects to concrete or reinforcing steel and will not contribute to reinforcing steel corrosion damage over the life of the structure.
3. The galvanic anodes meet all building and repair code requirements.

PART 2 PRODUCTS

2.1 Embedded Galvanic Anodes

Embedded galvanic anodes shall be Anode Type 1A Class C with the following nominal dimensions: 2.8 in. long by 2.4 in. wide by 1.2 in. deep (70 mm x 60 mm x 30 mm). The anodes shall be pre-manufactured with a nominal 100 grams of zinc in compliance with ASTM B418 Type II cast around a pair of uncoated, non-galvanized steel tie wires and encased in a highly alkaline cementitious shell with a pH of 14 or greater.

The anode unit shall contain no added sulfate nor shall it contain added chloride, bromide or other constituents that are corrosive to reinforcing steel. Anode units shall be supplied with integral unspliced wires for directly tying to the reinforcing steel. Embedded galvanic anodes shall be Galvashield® XP2 available from Vector Corrosion Technologies (www.vector-corrosion.com) USA (813) 830-7566, Canada (204) 489-9611 or approved equal.

Application for approved equals shall be requested in writing two weeks before submission of project bids. Application for galvanic anode approved equals shall include verification of the following information:

1. The zinc anode is alkali-activated with an alkaline cementitious shell with a pH of 14 or greater
2. Contain no added constituents corrosive to reinforcing steel or detrimental to concrete, e.g. chloride, bromide, sulfate, etc.
3. Documented test results from field installations showing that the anodes have achieved a minimum of 10 years in service.
4. A minimum of ten projects of similar size and application
5. Anode units shall be supplied with solid zinc core (ASTM B418) cast around uncoated, non-galvanized, non-spliced steel tie wires for wrapping around the reinforcing steel and twisting to provide a durable steel to steel connection between the tie wire and the reinforcing steel
6. Third party product evaluation, such as from Concrete Innovations Appraisal Service, BBA, etc.

2.2 Repair Materials

- A. Repair mortars, concrete and bonding agents shall be portland cement-based materials with suitable electrical conductivity less than 15,000 ohm-cm. Non-conductive repair materials such as epoxy, urethane, or magnesium phosphate shall not be permitted. Repair materials with significant polymer modification and/or silica fume content may have high resistivity. Insulating materials such as epoxy bonding agents shall not be used unless otherwise called for in the design.

- B. If higher resistance repair materials are used, or the resistivity is unknown, use Galvashield Embedding Mortar to create a conductive bridge to the substrate prior to repair material installation.
- C. Deformed bars for reinforcement shall be hot-rolled steel in accordance with ASTM A615/A615M, Grade 60 (Grade 400).

2.3 Storage

Deliver, store, and handle all materials in accordance with manufacturer's instructions. Anode units shall be stored in dry conditions in the original unopened containers in a manner to avoid exposure to extremes of temperature and humidity.

PART 3 EXECUTION

3.1 Concrete Removal

- A. Remove loose or delaminated concrete.
- B. Undercut all exposed reinforcing steel by removing concrete from the full circumference of the steel as per ICRI R310.1R. The minimum clearance between the concrete substrate and reinforcing steel shall be $\frac{3}{4}$ inch (19 mm) or $\frac{1}{4}$ inch (6 mm) larger than the top size aggregate in the repair material, whichever is greater.
- C. Concrete removal shall continue along the reinforcing steel until no further delamination, cracking, or significant rebar corrosion exists and the reinforcing steel is well bonded to the surrounding concrete as per ICRI R310.1R.

3.2 Cleaning and Repair of Reinforcing Steel

- A. Clean exposed reinforcing steel of rust, mortar, etc. to provide sufficient electrical connection and mechanical bond.
- B. If significant reduction in the cross section of the reinforcing steel has occurred, replace or install supplemental reinforcement as directed by the engineer of record.
- C. Secure loose reinforcing steel by tying tightly to other bars with steel tie wire.
- D. Verify electrical continuity of all reinforcing steel, including supplemental steel, as per Section 3.4.F.
- E. If the reinforcing steel is to receive a barrier coating, do not coat the reinforcing steel within 1 in. (25mm) of the anode and do not apply coating to any surface of the anode or the steel tie wires.

3.3 Edge and Surface Conditioning of Concrete

- A. Concrete patches shall be square or rectangular in shape with squared corners per ICRI Guideline 310.1R-2008.
- B. Saw cut the patch boundary $\frac{1}{2}$ inch (13 mm) deep or less if required to avoid cutting reinforcing steel.

- C. Create a clean, sound substrate by removing bond-inhibiting materials from the concrete substrate by high pressure water blasting or abrasive blasting.

3.4 Galvanic Anode Installation

- A. Install anode units and repair material immediately following preparation and cleaning of the steel reinforcement.
- B. Galvanic anodes shall be installed in a grid pattern throughout the entire deck area at a maximum spacing as noted in the plans.
- C. Place the galvanic anodes as close as possible to the patch edge while still providing sufficient clearance between anodes and substrate to allow the repair material to fully encase the anode with a minimum concrete or mortar cover over the anode of 1 in. (25mm). If necessary, increase the size of the repair cavity to accommodate the anodes.
 - 1. Place the anode such that the preformed BarFit™ groove fits along a single bar or at the intersection between two bars and secure to each clean bar.
 - 2. If less than 1 in. (25 mm) of concrete cover is expected, place anode beneath the bar and secure to clean reinforcing steel.
- D. The tie wires shall be wrapped around the cleaned reinforcing steel at least one full turn in opposite directions and then twisted tight to create a secure electrical connection and allow no anode movement during concrete placement.
- E. If repair materials with resistivity greater than 15,000 ohm-cm are to be used or if the resistivity is unknown, pack Galvashield Embedding Mortar between the anode and the substrate concrete to create a conductive grout bridge ensuring no voids exist.
- F. Electrical Continuity
 - 1. Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm Ω) or DC potential (mV) with a multi-meter.
 - 2. Electrical connection is acceptable if the DC resistance measured with the multi-meter is 1 Ω or less or the DC potential is 1 mV or less.
 - 3. Confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established by tying discontinuous steel to continuous steel using steel tie wire.
 - 4. Electrical continuity between test areas is acceptable if the DC resistance measured with multi-meter is 1 Ω or less or the potential is 1 mV or less.
- G. Manufacturer Corrosion Technician
 - 1. The contractor will enlist and pay for a technical representative employed by the galvanic anode manufacturer to provide training and

on-site technical assistance during the initial installation of the galvanic anodes. The technical representative shall be a NACE-qualified corrosion technician (Cathodic Protection Technician–CP2 or higher).

2. The qualified corrosion technician shall have verifiable experience in the installation and testing of embedded galvanic protection systems for reinforced concrete structures.
3. The contractor shall coordinate its work with the designated corrosion technician to allow for site support during project startup and initial anode installation. The corrosion technician shall provide contractor training and support for development of application procedures, verification of electrical continuity, and project documentation.

3.5 Concrete or Mortar Replacement

- A. If the repair procedures require the concrete surface to be saturated with water, do not damage the anode nor allow the anode units to be soaked for greater than 20 minutes.
- B. Complete the repair with the repair material, taking care not to damage, loosen or leave voids around the anode.

4.0 Measurement

Corrosion Protection will not be field measured for payment.

5.0 Payment

Corrosion Protection will be paid for at the contract unit price listed in the "Bid Form-Unit Price" per lump sum

END OF SECTION

03800 Concrete and Masonry Protection

A. GENERAL

Refer to the current edition of the KCMO APWA Specification Section 2700 for work pertaining to Structures.

Contractor shall obtain the latest version of KCMO APWA Specification Section 2700 from the KCMO website.

And in accordance with Section 2702.2, any Structures items not specifically covered under the standard KCMO APWA Specification shall fall under the jurisdiction of the Standard MoDOT Specifications.

B. MEASUREMENT

No field measurement will be made for the coatings listed in the plans. Coatings shall be applied to the surfaces and limits noted in the plans.

C. PAYMENT

All items pertaining to concrete and masonry protection will be paid for as indicated in KCMO APWA Specification Section 2700 and the MoDOT Standard Specifications.

END OF SECTION 03800