



**City of Kansas City, Missouri
Water Services Department
Kenneth Morgan, Director**

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

Project Manual

FOR

**PROJECT/CONTRACT NO.
60800054/9746-2**

TITLE

**VALVE STRAIGHTENING AND WATER
DISTRIBUTION SYSTEM REPAIRS
RENEWAL No. 2**

BIDDER/ADDRESS

Company	Shedigs It, LLC
Contact	Mike Akins
Address	600 SE Central Dr. Blue Springs, Mo. 64014
Phone	816-295-1100
Fax	816-295-1627
Email	micke@shedigits.com

Project Manager: Jason Wright
Telephone: 816-513-4772
Email: Jason.wright@kcmo.org



CERTIFICATION PAGE

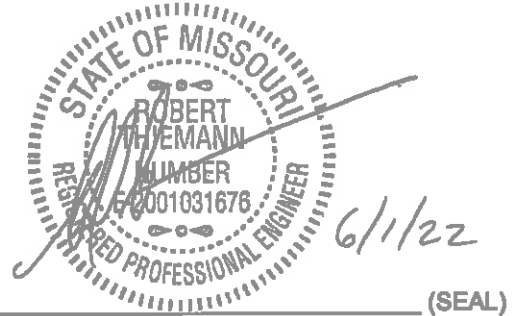
Project/Contract Number 60800054/9746

Project Title Valve Straightening and Water Distribution Repairs

I am responsible for the following specifications and drawings:

Drawings:

Specifications:



I am responsible for the following specifications and drawings:

Drawings:

Specifications:

(SEAL)

I am responsible for the following specifications and drawings:

Drawings:

Specifications:

(SEAL)

I certify under penalty of law that the document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and Imprisonment for knowing violations.



TABLE OF CONTENTS

Project/Contract Number: 60800054/9746-2

Project Title: Valve Straightening and Water Distribution
Repairs Renewal No. 2

INTRODUCTORY INFORMATION

00005	Certification Page
00010	Table of Contents

BIDDING REQUIREMENTS

00410	Contract Bid Form
00412	Unit Prices
00440	CREO KC Form 5 Construction Contract Instructions
00450	CREO KC Form 08 CUP and Request for Waiver
00450.01	CREO KC Letter of Intent to Subcontract
00460	CREO KC 10 Timetable for MBE/WBE Utilization
00470	CREO KC 11 Request for Modification or Substitution
00485	CREO KC Monthly Reporting Instructions
00485.01	MWBE Monthly Utilization Report
00485.01.1	MWBE Monthly Utilization Report Instructions
00485.02	Project Specific Workforce Monthly Report
00485.02	Project Workforce Monthly Report Instructions
00485.02.1	Workforce Monthly Report Instructions
00485.03	Company Wide Workforce Monthly Report

CONTRACTING REQUIREMENTS

00515	Construction Contract Required Submissions
00515.01	Employee Eligibility Verification Affidavit
00515.02	MOU for Employee Verification for Employers
00560	Missouri Project Exemption Certificate
00560.01	Kansas City Missouri Tax Exempt Certificate
00610	Performance and Maintenance Bond
00615	Payment Bond
00620	Insurance Certificate Forms
00630	Revenue Clearance Release Authorization
00630.01	Revenue Tax Clearance Letter
00700	General Conditions
00800	Supplementary Conditions
00830	Wage Rate Requirements – counties Cass, Clay, Jackson, Platte & Ray
00930	Request for Interpretation Form
00930.01	Request for Interpretation Form Log
00931	Supplemental Design Instructions
00932	Request for Proposal
00933	Request for Proposal Log
00940	Change Order Form
00945	Work Change Directive

CREO 14 Affirmative Action Program Affidavit
CREO Assurance Addendum
CREO Contract Close-Out Approval

DIVISION 1 – GENERAL REQUIREMENTS

01000 General Project Requirements
01290.01 Application for Payment
01290.02 Schedule of Values
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.12 Certification of Substantial Completion
01290.13 Punch List
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment
01320.01 Daily Field Observation Report
01320.02 Periodic Field Observation Report
01320.03 Working Day Report
01330.01 Letter of Transmittal
01630 Substitution Request

DIVISION 2 – SITEWORK

02200 Earthwork
02250 Trenching, Pipe Embedment and Backfill
02645 Hydrants and Flushing Assemblies
02669 Thrust Restraints

DIVISION 3 – CONCRETE

03000 Miscellaneous Concrete

DIVISION 4 – 16 NOT USED



BID FORM/CONTRACT

Project /Contract Number 60800054/9746-2

Project Title Valve Straightening & Water Distribution system Repairs
Renewal No. 2

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 maximum obligation of the CITY for the Work is \$500,000.00, includes Unit Prices. The sum of the extensions of the Unit Prices form is \$387,402.50. The actual number of units worked and paid for the under this Contract may be more or less than the estimated Quantity given or may be none..
5. The Bidder agrees to enter into One (1) successive renewals to this Contract if so requested by the CITY. The determination to renew the Contract will be at the sole discretion of the CITY where such renewal would be in the best interest of the CITY and subject to the availability and appropriation of funds. An increase in a unit price, if any, will be determined solely by the CITY, and if needed, will not exceed the change in the Consumer Price Index for the period since the Contract was signed.
6. 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.
7. 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.
8. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

9. Form 00412 Unit Prices contain prices included in the Base Bid, and are incorporated into this Bid. Form 00412 must be completed and returned with this Bid.
10. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

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

11. 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 Construction Employment Program Ordinance (commonly known as the “Workforce Ordinance”) (City Code Section 3-515). Within forty-eight (48) hours after bid opening, the construction contractor shall submit **CREO Employee Identification Report Form-Rev. 102715** which shall include: the name, home address, job title, sex and race/ethnicity of each person the contractor anticipates will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.
12. 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. This program is distinguished from the M/WBE Program in that it is not based on company ownership but rather is based on workforce hours instead of a budgetary allocation of work.
13. 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.
14. Section 14 through Section 18 constitutes the Affidavit of Intended Utilization required to be submitted by Bidders.

- 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)

- 17. 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**.
- 18. 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:
SHEDIGS IT LLC
 Phone No: 816-295-1100
 Cell No: 816-969-9443
 Facsimile No: 816-295-1627
 Bidder's E-Mail: MIKE@SHEDIGS IT.COM
 Federal ID. No. 45-5420688

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]
(Signature)

CHARLY GUSTINER
(Print Name)

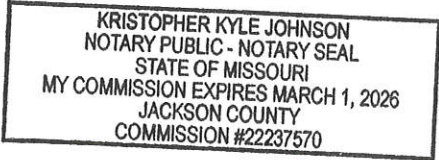
Title: OPERATING MANAGER

Date: 10/10/24

(Attach corporate seal if applicable)

NOTARY

Subscribed and sworn to before me this 10th day of October, 2024
My Commission Expires: 03/01/2026 [Signature]



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 **Five Hundred Thousand and no/100 (\$ 500,000.00)** 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)



UNIT PRICES

Project/Contract Number: 60800054/9746-2

Project Title: Valve Straightening and Water Distribution System Repairs Renewal 2

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.

Item No.	Unit	Quantity	Item Description:	Unit	Extension
1	Each	100	Reset Valve Ring and Lid in Grass	\$347.51	\$34,751.00
2	Each	100	Reset Valve Ring and Lid in Street	\$612.95	\$61,295.00
3	Each	100	Vacuum Out Valve Box	\$173.76	\$17,376.00
4	Each	125	Replace Valve Box	\$506.36	\$63,295.00
5	Hour	160	Two-Person Crew for Repair/Replacements	\$373.10	\$59,696.00
6	Hour	30	Two-Person Crew for Repair/Replacements- Regular Overtime	\$453.05	\$13,591.50
7	Hour	20	Two-Person Crew for Repair/Replacements- Double Overtime	\$559.65	\$11,193.00
8	Hour	110	Three-Person Crew for Repair/Replacements	\$506.36	\$55,699.60
9	Hour	20	Three-Person Crew for Repair/Replacements- Regular Overtime	\$630.01	\$12,600.20
10	Hour	20	Three-Person Crew for Repair/Replacements- Double Overtime	\$736.61	\$14,732.20
11	Load	50	Hauling/Disposal- Double Axle Dump Truck	\$202.54	\$10,127.00
12	Cu. Yd	60	Concrete	\$266.50	\$15,990.00
13	Cu. Yd	100	Diggable Flowable Fill	\$170.56	\$17,056.00
14	Each	TBD	Specialized Traffic Control		
15	Each	TBD	Street Plates		
16	Each	TBD	Materials Not Available from Owner's Stores		
17	Each	TBD	Other Specialized Services		
			Total Unit Prices: (LAST PAGE ONLY)		TOTAL \$
					\$387,402.50

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

**CREO KC INSTRUCTIONS
FOR CONSTRUCTION CONTRACTS**

PART A. ECONOMIC EQUITY & INCLUSION GOALS--MBE/WBE PROGRAM

I. City's Economic Equity & Inclusion Goals--MBE/WBE Program.

- A. The City has adopted an Economic Equity & Inclusion Goals--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 Civil Rights & Equal Opportunity Department ("CREO KC") 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 CREO KC Forms are attached and must be used for MBE/WBE submittals:
1. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8); and
 2. Letter of Intent to Subcontract (CREO KC Form 00450.01); and
 3. Timetable for MBE/WBE Utilization (CREO KC Form 10); and
 4. Request for Modification or Substitution (CREO KC 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 Civil Rights & Equal Opportunity Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. 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 CREO KC 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 (CREO KC 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, CREO KC will examine the Bidder's documentation of good faith efforts and make a recommendation to grant or deny the waiver. CREO KC 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 (CREO KC 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 (CREO KC Form 10).**
2. **Documentation of good faith efforts.**

IV. Required Monthly Submissions during term of Contract.

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

1. **M/WBE Monthly Utilization Report.** 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. The method of submission of this report is through the B2GNow Diversity Management System (B2GNow).

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)**
3. **Final B2GNow Monthly Contract Audit Report with all payment audits confirmed.**

VI. Additional Submittals.

- A. Contractor may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (CREO KC 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 certified MBE or WBE, except as otherwise expressly provided for herein.
 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 3. Sixty percent (60%) 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 certified MBE or WBE.
 4. 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 certified MBE or WBE.
 5. 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 certified MBE or WBE.
 6. 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. 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
 4. 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. However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of CREO KC will consider whether the Bidder has performed the following, along with any other relevant factors:
1. Advertised for at least 15 calendar days prior to the bid or proposal due date 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 which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by CREO KC no less than every three (3) month.
 2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by CREO KC no less than every three (3) months.
 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
 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 that take into consideration the capacity of available MBE/WBEs appearing on the CREO KC directory.
 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs



and WBEs to submit a proposal.

7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
 - a. The bid due date;
 - b. The name of the project;
 - c. The address or general location of the project;
 - d. The location of plans and specifications for viewing;
 - e. Contact information of the prime contractor;
 - f. A general description of the scopes of work that are the subject of the solicitation;
 - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
 - i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, contractor or developer as of the bid solicitation; and

Any other information deemed relevant by the bidder, proposer, contractor or developer, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, contractor or developer of such additional information at the time the goals are recommended by the director. 8. Within five (5) working days after drawing the bid specifications, send certified letters, verifiable e-mails or proof of facsimiles to certified MBEs and WBEs listed in the M/W/DBE Kansas City Mo. Online Directory.

- C. A Bidder may 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 (CREO KC 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 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; and
 - 3. 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
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director. Once a modification has been made, a Construction Contractor Employee Identification Report (CREO KC Form 0485.04) for the newly approved subcontractor must be submitted at least ten (10) days prior to the approved subcontractor commencing work on a City contract.

X. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods 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 fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at CREO KC 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) calendar days of the date of the written request.
- B. All Bidders agree to cooperate with the contracting department and CREO KC 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 (CREO KC Form 00450.01).

XIII. Liquidated Damages – Economic Equity & Inclusion Goals--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 either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) 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

IMPORTANT: This Part B is applicable to City construction contracts estimated by the City prior to solicitation as: (1) requiring more than 800 construction labor hours and (2) valued in excess of \$300,000.00. This program is distinguished from the M/WBE Program in that it is based on workforce hours of the Bidder and *all* its participating subcontractors rather than the actual contract value of work. The instructions herein detail the specifics related to this program. This program is in *addition* to the M/WBE program.

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 "Workforce Program" or "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry.
- B. The minimum workforce goals are currently set by ordinance at 10% for minorities and 2% for women. These goals are separate from M/WBE goals. Public recognition may be provided if the bidder achieves at least twice the minimum participation.
- C. Construction contracts subject to the Workforce Program and the company-wide and project-specific workforce goals ("workforce goals") are those contracts to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation to: (1) require more than 800 construction labor hours, (2) has estimated costs that exceed \$300,000.00, and (3) involve the expenditure of public funds.
- D. The successful bidder may meet company-wide goals by counting the bidder's utilization of minorities and women throughout the Kansas City metropolitan statistical area. In addition, the successful Bidder is responsible to ensure that it and its subcontractors cumulatively make good faith efforts to meet project-specific goals for utilization of minorities and women.
- E. These Civil Rights & Equal Opportunity Department ("CREO KC") 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 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 CREO KC, a Bidder not doing so is required to



objectively demonstrate to CREO KC that good faith efforts have been made.

- F. The following reports are to be used for Construction Employment Program submittals:
1. Project Workforce Monthly Report
 2. Company-Wide Workforce Monthly Report

II. Required Submissions.

- A. Within forty-eight (48) hours after bid opening, the construction contractor shall submit the **Construction Employee Identification Report** (CREO KC Form 00485.04) and shall include: the name, home address, job title, sex and race/ethnicity of each person working for the Prime. The individuals to be listed on the form are those which the construction contractor *anticipates* will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.

The following circumstances also require the submission of a Construction Employee Identification Report:

- a. Prior to contract execution for those City construction contracts awarded pursuant to a request for proposals (RFP), the construction contractor shall submit a **Construction Employee Identification Report** (CREO KC Form 00485.04).
 - b. At least ten (10) days prior to the date upon which any subcontractor is to commence work under a City construction contract, the Prime shall submit a **Construction Employee Identification Report** (CREO KC Form 00485.04) for the subcontractor.
- B. The CREO KC Director has established the B2GNow Diversity Management System (“B2GNOW”) (an online reporting tool) as the preferred method for fulfilling reporting requirements of the Workforce Program. The CREO KC Director will allow paper submission in lieu of on-line submission if the on-line submission process presents a hardship to the contractor.
- C. Bidder must submit the following documents through B2GNow on a monthly basis if awarded the contract:
1. **Project Workforce Monthly Report.** This report is contract specific. This report must be submitted to the Director by the 15th of each month for the Contractor and each subcontractor. It will be utilized to report the Contractor’s own workforce compliance data with regard to 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.** This report is not contract specific; it is used to report on the utilization of women and minorities, by trade, company-wide. This report must be submitted to the Director by the 15th of each month. It will be utilized to report the Contractor’s own workforce compliance data with regard to



every contract (both privately and publicly funded) that the 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 final Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report 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 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 and ensure its subcontractors are making good faith efforts to achieve the construction employment goals. If a Bidder or its subcontractors 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 CREO KC. The Director will request evidence of the Bidder’s and its’ subcontractors’ good faith efforts to meet the goals. The Director will examine the Bidder’s request and the Bidder’s documentation of good faith efforts for itself and its subcontractors. 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.

IMPORTANT: The Bidder’s subcontractors on a city construction contract must meet the workforce goals collectively. The bidder is responsible to ensure the subcontractors make good faith efforts to meet the workforce goals. Bidders are required to include language in its subcontracts that ensure the subcontractors make good faith efforts to meet or exceed the workforce goals.

- B. In evaluating good faith efforts, the Director will consider whether the Bidder and its subcontractors have 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. 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
 - b. Collaborated with labor unions in promoting mentoring programs for journeypersons intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - c. 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.
 - d. 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, in order to accomplish the purpose and intent of this section.

C. In the event workforce goals are not met or there is anticipation that goals will not be



met, a Bidder will be required to give the City documentation to prove that it and/or its subcontractors made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

V. 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 CREO KC in studies and surveys regarding the construction employment program.

VI. 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 CREO KC which could have been timely appealed.

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 CREO KC 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. Failure to Meet Workforce Goals

- A. If Contractor or its subcontractors fail to achieve the construction employment goals or make good faith efforts to achieve those 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, if the directory finds that the contractor or subcontractor have not met, or made good faith efforts to meet, the construction employment goals for any quarter, the director may:

1. Assess liquidated damages against the construction contractor, as specified in the city construction contract;
2. Require the contractor to attend mandatory training, as specified in the construction contract;
3. Declare the contractor ineligible to receive any city construction contract or participate as a subcontractor under any city construction contract for a period of time up to six months, as specified in the construction contract.

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 CREO KC 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.



CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

BID FORM/CONTRACT

Project /Contract Number 60800054/9746-2

Project Title Valve Straightening & Water Distribution system Repairs
Renewal No. 2

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 maximum obligation of the CITY for the Work is \$500,000.00, includes Unit Prices. The sum of the extensions of the Unit Prices form is \$387,402.50. The actual number of units worked and paid for the under this Contract may be more or less than the estimated Quantity given or may be none..
5. The Bidder agrees to enter into One (1) successive renewals to this Contract if so requested by the CITY. The determination to renew the Contract will be at the sole discretion of the CITY where such renewal would be in the best interest of the CITY and subject to the availability and appropriation of funds. An increase in a unit price, if any, will be determined solely by the CITY, and if needed, will not exceed the change in the Consumer Price Index for the period since the Contract was signed.
6. 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.
7. 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.
8. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

9. Form 00412 Unit Prices contain prices included in the Base Bid, and are incorporated into this Bid. Form 00412 must be completed and returned with this Bid.
10. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

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

11. 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 Construction Employment Program Ordinance (commonly known as the “Workforce Ordinance”) (City Code Section 3-515). Within forty-eight (48) hours after bid opening, the construction contractor shall submit **CREO Employee Identification Report Form-Rev. 102715** which shall include: the name, home address, job title, sex and race/ethnicity of each person the contractor anticipates will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.

12. 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. This program is distinguished from the M/WBE Program in that it is not based on company ownership but rather is based on workforce hours instead of a budgetary allocation of work.

13. 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.

14. Section 14 through Section 18 constitutes the Affidavit of Intended Utilization required to be submitted by Bidders.

15. 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: 11% MBE 11% WBE % DBE

BIDDER PARTICIPATION: 11 % MBE 50 % WBE % DBE

16. 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 SheDigs It, LLC
 Address 600 SE Central Dr Blue Springs mo 64014
 Telephone No. 816-~~000~~ 295-1100
 I.R.S. No. 45-5420688
 Area/Scope of work Valve work order Repairs / Water Repairs - Prime
 Subcontract amount \$ 250,000.00

B. Name of M/WBE Firm Abay Construction, Inc.
 Address 400 E Red Bridge Rd KCMo 64131
 Telephone No. 816-291-0842
 I.R.S. No. 87-1914503
 Area/Scope of work Water Repairs
 Subcontract amount \$ 55,000.00

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)

17. 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**.
18. 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:

SHDIGS IT LLC
 Phone No: 816-295-1100
 Cell No: 816-969-8443
 Facsimile No: 816-295-1627
 Bidder's E-Mail: MIK@SHDIGS
IT.COM
 Federal ID. No. 45-5420688

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)

CHRIS GUSTIN
 (Print Name)

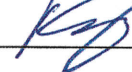
Title: OPERATING MANAGER

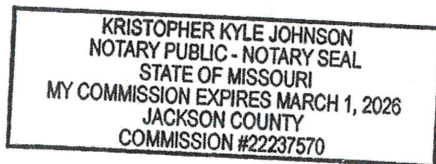
Date: 10/10/24

(Attach corporate seal if applicable)

NOTARY

Subscribed and sworn to before me this 10th day of October, 2024

My Commission Expires: 03/01/2026 



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 **Five Hundred Thousand and no/100 (\$ 500,000.00)** 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)

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER



KANSAS CITY
MISSOURI

Project Number 60800054/9746-2

Project Title Valve Straightening & Water Distr. System Repairs Renewal No. 2

Valve Straightening & Water Distr. Repairs Renewal No. 2
(Department Project)

KC Water
Department

She Digs It, LLC

(Bidder/Proposer)

STATE OF MD)

) ss

COUNTY OF Jackson)

I, Cheryl Gerstner, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project target goals are 11 % MBE and 11 % WBE.
3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 11 % MBE 56 % WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 500,000.00

4. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). (*All firms must currently be certified by Kansas City, Missouri*)

Name of M/WBE Firm She Digs It, LLC

Address 600 SE Central Dr Blue Springs, Mo 64014

Telephone No. 816-295-1100

I.R.S. No. 45-5420688



Name of M/WBE Firm Abay Construction, Inc.
 Address 400 E Red Bridge Rd KCMO 64131
 Telephone No. 816-291-0842
 I.R.S. No. 87-1914503

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

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

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

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
<u>Abay Construction, Inc.</u>	<u>Contractor</u>	<u>\$55,000.00</u>	<u>100%</u>	<u>11%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



TOTAL MBE \$ / TOTAL MBE %: \$ 55,000.00 11 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>SheDigsIt, LLC</u>		<u>\$250,000.00</u>	<u>100%</u>	<u>50%</u>

TOTAL WBE \$ / TOTAL WBE %: \$ 250,000.00 50 %

*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.


**“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See CREO KC Forms and Instructions for allowable credit and special instructions for suppliers.

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total 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:

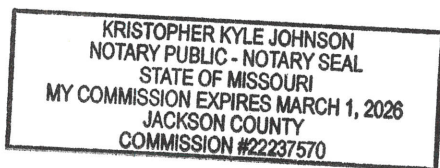
Bidder/Proposer primary contact: Mike Akins
 Address: 600 SE Central Dr
Blue Springs Mo 64014
 Phone Number: 816-295-1100
 Facsimile number: _____
 E-mail Address: Mike @ shcDigoIt.com

By: 
 Title: Operations Manager
 Date: 10/14/2024
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 14th day of October, 2024.

My Commission Expires: 03/01/2026


 Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Valve Straightening Renewal #2

Project Location/Number 60800054/9746-2

Check one:	
Original LOI:	<input checked="" type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

PART I: Prime Contractor ShedigsIt, LLC agrees to enter into a contractual agreement with M/W/DBE Subcontractor SheDigs It, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Work Orders, Watermain Repairs, Valve Repairs

for an estimated amount of \$ 250,000.00 (or 50 % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
 - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
 - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity 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.

PART 2: This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
 - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

a) This subcontractor is (select one): MBE WBE DBE N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

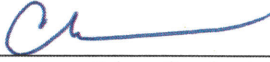
b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**


PRIME CONTRACTOR BUSINESS NAME: SheDigs It, LLC


Signature: Prime Contractor
Operations Manager
Title

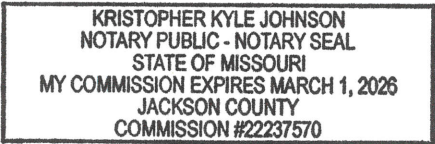
Cheryl Gerstner
Print Name
9/19/2024
Date

State of MO)
County of Jackson)

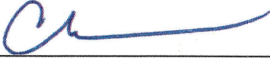
I, Kris Johnson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 19th day of September, 2024
My Commission Expires: 03/01/2026

Notary Public

STAMP:




MWDBE SUBCONTRACTOR BUSINESS NAME: SheDigs It, LLC


Signature: Subcontractor
Operations Manager
Title

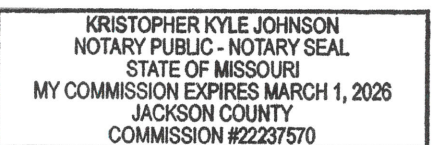
Cheryl Gerstner
Print Name
9/19/2024
Date

State of MO)
County of Jackson)

I, Kris Johnson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 19th day of September, 2024
My Commission Expires: 03/01/2026

Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Valve Straightening Renewal #2

Project Location/Number 608000054/9746-2

Check one:
Original LOI: <input checked="" type="checkbox"/>
Updated LOI: <input type="checkbox"/>

PART 1: Prime Contractor SheDigs It, LLC agrees to enter into a contractual agreement with M/W/DBE Subcontractor Abay Construction who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Work Orders / Valve Replacements

for an estimated amount of \$ 55,000.00 (or 11 % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
 - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
 - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity 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.

PART 2: This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
 - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

a) This subcontractor is (select one): MBE WBE DBE N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: SheDigs It, LLC

[Handwritten Signature]

Signature: Prime Contractor
Operations Manager
Title

Cheryl Gerstner
Print Name
8/09/2024
Date

State of MO)

County of Jackson)

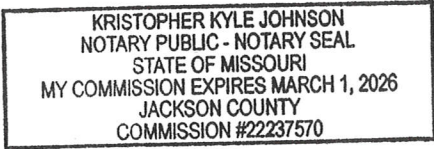
I, Kris Johnson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 9th day of August, 20 24

My Commission Expires: 03/01/2026

[Handwritten Signature]
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Abay Construction

[Handwritten Signature]

Signature: Subcontractor
Vice President
Title

Henok Tekeste
Print Name
8/9/2024
Date

State of Missouri)

County of Jackson)

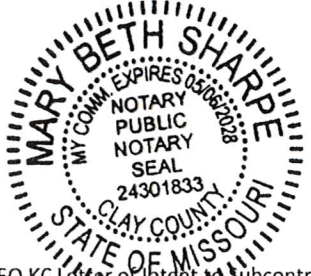
I, Mary Beth Sharpe, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 9th day of August, 20 24

My Commission Expires: May 6, 2024

[Handwritten Signature]
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

(This form should be submitted to the City after contract award.)

I, David Beemer, acting in my capacity as CEO
(Name) *(Position with Firm)*
of Beemer Construction Co., Inc., with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.


ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT *(Check one only)*

15 days <input type="checkbox"/>	75 days <input type="checkbox"/>	135 days <input type="checkbox"/>
30 days <input type="checkbox"/>	90 days <input type="checkbox"/>	150 days <input type="checkbox"/>
45 days <input type="checkbox"/>	105 days <input type="checkbox"/>	165 days <input type="checkbox"/>
60 days <input type="checkbox"/>	120 days <input type="checkbox"/>	180 days <input type="checkbox"/>
Other <u>365 Days</u> (Specify)		

Throughout XX Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 _____% Middle 1/3 _____% Final 1/3 _____%

PLEASE NOTE: Any changes in this timetable require approval of the Civil Rights & Equal Opportunity Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Civil Rights & Equal Opportunity Department at: (816) 513-1836.


(Signature)

CEO
(Position with Firm)

03/22/23
(Date)





REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to CREO KC 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: _____ **Renewal NO.** 2 _____

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 CREO KC 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)



CREO KC 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 the 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 the 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 the City, which will allow Contractors and Subcontractors to enter data and report on Workforce compliance.



M/WBE Monthly Compliance Audit Online Reporting Instructions

PRIME INSTRUCTIONS:

The Prime's responsibility is to report payments made to subcontractors for the prior month.

1. Log into B2GNow Diversity Management System (B2GNow)
2. On the Dashboard, click Contract Audits.
3. Select the specific audit that needs to be completed. Any and all money that changed hands during the month of the audit must be reported to the specific audit month.
4. To complete audit select Report 1 Subcontractor Payment. Under the actions column, select Submit Response for the specific subcontractor that needs reporting or select the Submit ALL Incomplete Records button to go to all the subcontractors to report amounts. Under the audit information answer the following questions:

The screenshot shows a form titled "Audit Information" with a blue header. Below the header, there is a text input field for "Amount PAID for June 2020" with a dollar sign icon and a red asterisk. A red note below it says "Do NOT enter invoice amount." There is also a "Payment Date" field with a red note: "Enter payment date if you made a payment for June 2020" and "If multiple payments were made, enter the date of the first payment." The "Payment Detail" section has a text area with instructions: "Enter details of PAID check numbers (or ACH references) and amounts for June 2020. This information is optional but will speed up the confirmation process. Payment details are displayed to Dan's Contracting Test."

Once information has been entered, select review and save. Complete same steps for all subcontractors. If there were subcontractors that did not receive a payment for the specific audit month, click the Mark Remaining Subcontractors as Zero button to mark remaining subcontractors as 0.

SUBCONTRACTOR INSTRUCTIONS:

The responsibility of the Subcontractor is to confirm payment received for specific audit month.

1. Log in to B2GNow Diversity Management System (B2GNow)
2. On the Dashboard, select Contract Audits.
3. Select the specific audit that needs to be completed.
4. To complete audit, select Confirm Payment Received. There will be two options: correct or incorrect. Select correct if payment was in fact received OR if payment was not received or amount was different select incorrect. Answer all questions and select save to complete.

The screenshot shows a form titled "Compliance Audit Information" with a grey header. It contains several sections: "Amount Reported by the prime contractor for November 2021 as PAID to You" with a red "\$500.00" value; "Confirm Reported Amount?" with two radio button options: "Correct - the amount reported by the prime contractor as PAID to us is correct (\$500.00)." and "Incorrect - the amount reported by the prime contractor as PAID to us is not correct."; "Final Payment?" with three radio button options: "No - our work on this contract continues." (selected), "Yes - this is our last payment for this contract.", and "N/A - we have not begun work on this project or we have not been paid yet for our work."; and "Is Prime Withholding Retainage?" with two radio button options: "No" and "Yes".

NOTE: Complete one M/WBE report per project.

An email notice will be sent from our organization monthly to notify Prime & Subcontractor users of incomplete audits.



Project Specific Monthly Report

Human Relations Department - City of Kansas City Missouri

Report Date:	Reporting Period:	Project Description:	
Project Name:	Contractor:	Contract Awarded Date:	
City Project Number:	Contractor Address:	City Contract Number:	
Project Address:		City Vendor ID:	
	Contact Person/Phone:	Contractor Report <input type="checkbox"/>	Subcontractor Report <input type="checkbox"/>
E-mail Address:		Final Cumulative Report:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Report the total monthly hours of work performed by all workers on the City Construction Contract. Enter the total hours on all lines and in all columns. Reported workforce hours should be based on payroll records.

JOB CATEGORIES	OVERALL TOTAL (Sum of all Columns, A thru F Male & Female)	A Total Hours White Employees		B Total Hours Black Employees		C Total Hours Hispanic Employees		D Total Hours Asian/Pacific Islander		E Total Hours Native American Employee		F Total Hours Other/Unknown Race Employee		G KCMO Resident Hours
		M	F	M	F	M	F	M	F	M	F	M	F	Total #
		Foreman/Supervisor												
Asbestos Worker Journeyman														
Asbestos Worker Apprentice														
Boilermaker Journeyman														
Boilermaker Apprentice														
Bricklayer Journeyman														
Bricklayer Apprentice														
Carpenter Journeyman														
Carpenter Apprentice														
Cement Mason Journeyman														
Cement Mason Apprentice														
Electrician Journeyman														
Electrician Apprentice														
Elevator Constructor Journeyman														
Elevator Constructor Apprentice														
Glazier Journeyman														
Glazier Apprentice														
Iron Worker Journeyman														
Iron Worker Apprentice														
Laborer Journeyman														
Laborer Apprentice														
Operating Engineer Journeyman														
Operating Engineer Apprentice														
Painter Journeyman														
Painter Apprentice														
Pipe Fitter/Plumber Journeyman														
Pipe Fitter/Plumber Apprentice														
Plasterer Journeyman														
Plasterer Apprentice														
Roofer Journeyman														
Roofer Apprentice														
Sheet Metal Journeyman														
Sheet Metal Apprentice														
Sprinkler Fitter														
Sprinkler Fitter Apprentice														
Truck Driver Journeyman														
Truck Driver Apprentice														
Welder Journeyman														
Welder Apprentice														
Other														
Monthly Total Hours														-
Total % of Monthly Hrs.														

Contractor shall submit report by the 15th of each month.		Report Submitted By:
Phillip Yelder, Director Human Relations Department		
414 E. 12th Street, 4th Floor	Kansas City, MO 64106	
Phone: 816-513-1836	Email: HRDcontractcompliance@kcmo.org	Date:

Workforce Monthly Report Forms only apply to Construction Contracts greater than \$300,000.00 with greater than 800 projected labor hours.

Workforce Monthly Report Instructions

(Instructions for online reporting)

Completing a Workforce Audit:

To report your workforce hours:

1. Log into B2GNow Diversity Management System (B2GNow)
2. Click on the red underlined number of 'Incomplete audits' under Workforce Audits
3. Click View for the incomplete audit that needs to be completed.
4. Click Fill in Audit
5. Complete the form including the Payroll Number. Select Add to Audit to report hours worked for specific Craft/Trade.

* required entry

Summary Information	
CONTRACTOR	KCMO Test Vendor Sample
PAYROLL START DATE	11/1/2021
PAYROLL END DATE	11/30/2021
PAYROLL NUMBER	<input type="text"/>
SPECIAL STATUS	<input type="checkbox"/> No Work (all fields will be filled with zeros) <input type="checkbox"/> Suspended <input type="checkbox"/> Final

Enter values below as hours worked. There is no need to fill in zeros; all blank fields will be saved as zero.

Craft/Trade List															
Craft/Trade	Caucasian		Black/African American		Hispanic/Latino		Asian		Native American		Other/Unknown Ethnicity		Local Resident	Comments	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female			
Foreman/Supervisor															Not included in audit Add to Audit
Asbestos Worker (Journeyman)															Not included in audit Add to Audit

6. Scroll down and select review once hours have been reported.
7. Save and Certify to submit OR Save but Certify Later (to save a draft of your audit response). Audit must be certified for the workforce audit to be submitted for review. If there is an audit where no work was performed, and have 0 hours to report, select the Mark as No Work Audit button on step 4 to report 0 hours for all your employees. Select Certify & Release to Organization to complete. Mark Final for Special Status if the audit being completed is the last month of work, this will notify the system to stop generating monthly audits.

NOTE: If subcontractor has completed Workforce Audit, Prime MUST either accept audit and release to the organization or reject audit back to Subcontractor for correction.

An email notice will be sent from our organization monthly to notify Prime & Subcontractor users of incomplete audits.



Company-Wide Workforce Monthly Report

Human Relations Department - City of Kansas City, Missouri

Report Date:	Reporting Period:	Contract Awarded Date:	
Contractor:		City Vendor ID:	
Contact Person/Phone:	Contractor Address:	Contractor Report <input type="checkbox"/>	Subcontractor Report <input type="checkbox"/>
E-mail Address:	Have you hired any new construction workers this month?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Final Cumulative Report: <input type="checkbox"/> Yes <input type="checkbox"/> No

Report total of all hours of work performed company-wide on all projects in the KCMO Metropolitan Statistical Area (MSA). Enter the total hours on all lines and in all columns. Workforce hours should be based on payroll records.

JOB CATEGORIES	OVERALL TOTAL (Sum of all Columns, A thru F Male & Female)	A Total Hours White Employees		B Total Hours Black Employees		C Total Hours Hispanic Employees		D Total Hours Asian/Pacific Islander		E Total Hours Native American Employee		F Total Hours Other/Unknown Race Employee		G KCMO Resident Hours
		M	F	M	F	M	F	M	F	M	F	M	F	
		Total #												
Foreman/Supervisor														
Asbestos Worker Journeyman														
Asbestos Worker Apprentice														
Boilermaker Journeyman														
Boilermaker Apprentice														
Bricklayer Journeyman														
Bricklayer Apprentice														
Carpenter Journeyman														
Carpenter Apprentice														
Cement Mason Journeyman														
Cement Mason Apprentice														
Electrician Journeyman														
Electrician Apprentice														
Elevator Constructor Journeyman														
Elevator Constructor Apprentice														
Glazier Journeyman														
Glazier Apprentice														
Iron Worker Journeyman														
Iron Worker Apprentice														
Laborer Journeyman														
Laborer Apprentice														
Operating Engineer Journeyman														
Operating Engineer Apprentice														
Painter Journeyman														
Painter Apprentice														
Pipe Fitter/Plumber Journeyman														
Pipe Fitter/Plumber Apprentice														
Plasterer Journeyman														
Plasterer Apprentice														
Roofer Journeyman														
Roofer Apprentice														
Sheet Metal Journeyman														
Sheet Metal Apprentice														
Sprinkler Fitter														
Sprinkler Fitter Apprentice														
Truck Driver Journeyman														
Truck Driver Apprentice														
Welder Journeyman														
Welder Apprentice														
Other														
Total Monthly Hours														
Total % of Hours														

Contractor shall submit report by the 15th of each month.

Phillip Yelder, Director Human Relations Department 414 E. 12th Street, 4th Floor, Kansas City, MO 64106 Phone: 816-513-1836 Email: HRDcontractcompliance@kcmo.org	Report Submitted By: _____ Date: _____
--	---



CONTRACT REQUIRED SUBMISSIONS

Project/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal No. 2

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 MO)
) ss
COUNTY OF Jackson)

On this 10TH day of OCTOBER, 2024, before me appeared CHERYL GOSNICK, 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 OPERATING MANAGER (title) of SHRADIO IT LLC (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 10th day of October, 20 24.



Notary Public

My Commission expires:

KRISTOPHER KYLE JOHNSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 1, 2026
JACKSON COUNTY
COMMISSION #22237570

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **SLEDIGS IT, L.L.C** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 635340

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer SHEDIGS IT, L.L.C	
Cheryl Gerstner	
Name (Please Type or Print)	Title
Electronically Signed	01/22/2013
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/22/2013
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	SHEDIGS IT, L.L.C
Company Facility Address:	21201 E 35TH TERRACE COURT S
	INDEPENDENCE, MO 64057
Company Alternate Address:	
County or Parish:	JACKSON
Employer Identification Number:	455420688

Company ID Number: 635340

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Cheryl D Gerstner	Fax Number:	(816) 295 - 1627
Telephone Number:	(816) 295 - 1100		
E-mail Address:	shedigsit@yahoo.com		



Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number			
	Address		City		State	ZIP Code
	E-mail Address					
	Project Number	Project Begin Date (MM/DD/YYYY) ____/____/____		Estimated Project End Date (MM/DD/YYYY) ____/____/____		
	Description of Project					
	Project Location			Certificate Expiration Date (MM/DD/YYYY) ____/____/____		
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.					
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY) ____/____/____		

Contractor	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 . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.					
	Name of Purchasing Contractor		Signature of Contractor		Date (MM/DD/YYYY) ____/____/____	
	Address		City		State	ZIP Code

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.					
	Name of Purchasing Subcontractor					
	Address		City		State	ZIP Code
	Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) ____/____/____	

Form 5060 (Revised 08-2015)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1271
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



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.



AssuredPartners

4911 S Arrowhead Dr, Suite 310
Independence, MO 64055
T: 816-525-3155
E: bonds-ind@assuredpartners.com

October 10, 2024

Shedigs It, LLC
600 SE Central Drive
Blue Springs, MO 64014

RE: Project: **Valve Straightening and Water Distribution System Repairs Renewal No. 2**
Obligee: **City of Kansas City Missouri**
Bond No: **2629474**

Dear Sir or Madam,

Please let this letter serve as authorization to date the bonds and powers of attorney for the above captioned bonds. This authority may be extended by you to the owner, architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,

David S. Salavitch
Attorney in Fact, West Bend Insurance Company



PERFORMANCE AND MAINTENANCE BOND

Project/Contract Number: 60800054/9746-2

Project Title: Valve Straightening and Water Distribution System Repair Renewal 2

KNOW ALL MEN BY THESE PRESENTS: That SheDigs It, LLC, as PRINCIPAL (CONTRACTOR), and West Bend Insurance Company, (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 Five Hundred Thousand Dollars (\$ 500,000.00) 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 Project No. 60800054 Contract No. 9746-2 Valve Straightening & Water Distribution System Repairs Renewal-2 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 10th day of October, 2024



CONTRACTOR

Name, address and facsimile number of Contractor

SheDigs It, LLC
600 SE Central Dr
Blue Springs, MO 64014

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

By: [Signature]
Title: OPERATING MANAGER


(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095

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: David S. Salavitch, Attorney in Fact
Date: _____



(Attach seal and Power of Attorney)



Bond No. 2629474

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Robert Cox, Rodney Demaree, Kathryn E Johnson, Kacey McCrorey, Joshua Roberts, Luke P Sealer, David S Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



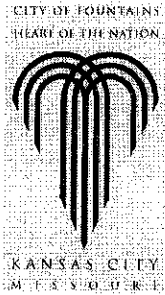
Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____, _____.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Bond Number:2629474

PAYMENT BOND

Project/Contract Numbers: 60800054/ 9742-2

Project Title: Valve Straightening & Water Distribution System Repairs Renewal- 2

KNOW ALL MEN BY THESE PRESENTS: That SheDigs It, LLC, as PRINCIPAL (CONTRACTOR), and West Bend Insurance Company, (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 Five Hundred Thousand Dollars (\$ 500,000.00) 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 **Project/Contract Nos. 60800054/9746-2, Valve Straightening & Water Distribution System Repairs Renewal-2** 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 10th day of October, 20 24.

CONTRACTOR

Name, address and facsimile number of Contractor

SheDigs It, LLC
600 SE Central Dr
Blue Springs, MO 64014

KRISTOPHER KYLE JOHNSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 1, 2026
JACKSON COUNTY
COMMISSION #22237570

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

By: [Signature]
Title: OPERATING MANAGER

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095

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: [Signature]
Title: David S. Salavitch, Attorney in Fact
Date: _____



(Attach seal and Power of Attorney)



Bond No. 2629474

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Robert Cox, Rodney Demaree, Kathryn E Johnson, Kacey McCrorey, Joshua Roberts, Luke P Sealer, David S Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

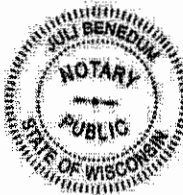
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____, _____.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The Insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
 - b.** Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS**, **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You - Including Upstream Parties
- * Contractors Blanket Additional Insured - Products - Completed Operations Coverage - Including Upstream Parties
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * "Insured Contract" redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GWW
- * Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING
YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property** :

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** :

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1)** Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (**Section I**) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

2. Bail Bonds

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
 (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You - Including Upstream Parties

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
 - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
 - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
 - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage C**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B**; and

d. Damages under **Coverage H**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability**.

9. **Coverage G - Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. **Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. **Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

SECTION II – WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:
- Insureds;
 - Claims made or "suits" brought; or
 - Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:
- How, when and where the "occurrence" took place;
 - The names and addresses of any injured persons and witnesses, and
 - The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (b) If a claim is made or "suit" is brought against any insured, you must:
- Immediately record the specifics of the claim or "suit" and the date received; and
 - Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

- A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:
- f.(1) Equipment designed primarily for:
- (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily injury" is deleted and replaced with the following:
3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" c. is deleted and replaced with the following:
- c. Any easement or license agreement;
- D. Item 9. "Insured Contract" f.(1) is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
 - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
 - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
 - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
 - d. Transportation and accommodation expense incurred by your employees.
 - e. Rental expense incurred for temporary locations used to store recalled products.
 - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
 - g. Transportation expenses incurred to replace recalled products.
 - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a. Is currently in effect or becoming effective during the term of this policy; and
 - b. Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

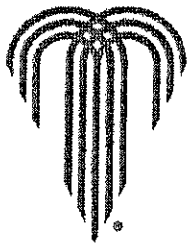
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

Phone: (816) 513-1120

Fax: (816) 513-1264

Email: revenue@kcmo.org

Website: kcmo.gov/tax

Letter Id: L0303004416

Date: 24-Jun-2024

Taxpayer Id: **_***0688

SHEDIGS IT LLC
600 SE CENTRAL DR
BLUE SPRINGS MO 64014-3311



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that SHEDIGS IT LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Eric Davison
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.





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



GENERAL CONDITIONS TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND TERMINOLOGY

- 1.01 Defined Terms
- 1.02 Terminology

ARTICLE 2 PRELIMINARY MATTERS

- 2.01 Delivery of Bonds
- 2.02 Evidence of Insurance
- 2.03 Copies of Documents
- 2.04 Commencement of Contract Times; Notice to Proceed
- 2.05 Starting the Work
- 2.06 Before Starting Construction
- 2.07 Initially Acceptable Schedules

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.01 Intent
- 3.02 Reference to Standards and Specifications of Technical Societies
- 3.03 Reporting and Resolving Discrepancies
- 3.04 Amending and Supplementing Contract Documents
- 3.05 Reuse of Documents

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

- 4.01 Availability of Lands
- 4.02 Subsurface and Physical Conditions
- 4.03 Differing Subsurface or Physical Conditions
- 4.04. Physical Conditions - Underground Facilities
- 4.05 Reference Points
- 4.06 Asbestos, Lead-Based Paint, PCBs, Petroleum, Hazardous Waste or Radioactive Material

ARTICLE 5 BONDS AND INSURANCE

- 5.01 Performance, Payment and Other Bonds
- 5.02 Licensed Sureties and Insurers
- 5.03 Certificates of Insurance
- 5.04 CONTRACTOR's Liability Insurance
- 5.05 CITY's Liability Insurance
- 5.06 Property Insurance
- 5.07 Waiver of Rights
- 5.08 Receipt and Application of Insurance Proceeds
- 5.09 Partial Utilization - Property Insurance

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

- 6.01 Indemnification

- 6.02 Supervision and Superintendence
- 6.03 Services, Working Hours, Labor, Materials and Equipment
- 6.04 Progress Schedule
- 6.05 Recovery Schedules
- 6.06 Substitutes and "Or-Equal" Items
- 6.07 Concerning Subcontractors, Suppliers and Others
- 6.08 Patent Fees and Royalties
- 6.09 Permits
- 6.10 Laws or Regulations
- 6.11 Taxes
- 6.12 Use of Site and Other Areas
- 6.13 Record Documents
- 6.14 Safety and Protection
- 6.15 Safety Representative
- 6.16 Hazard Communication Programs
- 6.17 Emergencies
- 6.18 Shop Drawings and Samples
- 6.19 Continuing the Work
- 6.20 CONTRACTOR's General Warranty and Guarantee

ARTICLE 7 OTHER WORK

- 7.01 Related Work at Site
- 7.02 Coordination

ARTICLE 8 CITY's RESPONSIBILITIES

- 8.01 Communications to CONTRACTOR
- 8.02 Replacement of DESIGN PROFESSIONAL
- 8.03 Furnish Data and Prompt Payment
- 8.04 Lands and Easements; Reports and Tests
- 8.05 Insurance
- 8.06 Change Orders
- 8.07 Inspections, Tests and Approvals
- 8.08 Limitations on CITY's Responsibilities
- 8.09 Undisclosed Hazardous Environmental Condition
- 8.10 Evidence of Financial Arrangements
- 8.11 CITY's Representative
- 8.12 Visits to Site

ARTICLE 9 DESIGN PROFESSIONAL's STATUS DURING CONSTRUCTION

- 9.01 General Scope of DESIGN PROFESSIONAL's Duties
- 9.02 Resident Project Representative
- 9.03 Clarifications and Interpretations
- 9.04 Rejecting Defective Work
- 9.05 Shop Drawings, Change Orders and Payments
- 9.06 Determinations for Unit Prices
- 9.07 Decisions on Requirements of Contract Documents and Acceptability of Work
- 9.08 Limitations on DESIGN PROFESSIONAL's Authority and Responsibilities

ARTICLE 10 CHANGES IN THE WORK

- 10.01 Authorized Changes in the Work
- 10.02 Unauthorized Changes in the Work
- 10.03 Execution of Change Orders
- 10.04 Notification to Surety

ARTICLE 11 CHANGE OF CONTRACT PRICE

- 11.01 Change of Contract Price
- 11.02 Cost of the Work
- 11.03 Cash Allowances
- 11.04 Unit Price Work
- 11.05 Dispute Resolution

ARTICLE 12 CONTRACT TIMES

- 12.01 Time of the Essence
- 12.02 Change of Contract Times
- 12.03 Proof Required To Justify An Extension of Time For Excusable and Compensable Delays
- 12.04 Delays Within CONTRACTOR's Control
- 12.05 Delays Beyond the CITY's and CONTRACTOR's Control
- 12.06 Delay Damages
- 12.07 Dispute Resolution

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

- 13.01 Access to Work
- 13.02 Tests and Inspections
- 13.03 Notice of Defects
- 13.04 Uncovering Work
- 13.05 CITY May Stop the Work
- 13.06 Correction or Removal of Defective Work
- 13.07 Correction Period
- 13.08 Acceptance of Defective Work
- 13.09 CITY May Correct Defective Work

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

- 14.01 Schedule of Values
- 14.02 Application for Progress Payments
- 14.03 Contractor's Warranty of Title
- 14.04 Substantial Completion
- 14.05 Partial Utilization
- 14.06 Final Inspection
- 14.07 Final Payment
- 14.08 Final Completion Delayed
- 14.09 Waiver of Claims
- 14.10 Completion of Work by City

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

- 15.01 CITY May Suspend Work
- 15.02 CITY May Terminate for Default
- 15.03 CITY May Terminate for Convenience

ARTICLE 16 CLAIMS AND DISPUTES

- 16.01 Definition
- 16.02 Written Notice and Burden of Proof
- 16.03 Time Limits on Claims
- 16.04 Continuing Contract Performance
- 16.05 Injury or Damage to Person or Property
- 16.06 Initial Resolution of Claims and Disputes

16.07 Final Resolution of Claims and Disputes

ARTICLE 17 MISCELLANEOUS

17.01 Giving Notice

17.02 Computation of Times

17.03 Cumulative Remedies

17.04 Survival of Obligations

17.05 Controlling Law

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 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 Civil Rights and Equal Opportunity 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.

J. CONTRACTORS shall not deny any Subcontractor subcontracting opportunities solely because the Subcontractor is not a signatory to collective bargaining agreements with organized labor.

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 comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract. 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 2-2001 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 Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO 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 CREO prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO 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 CREO 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 CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity 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 3-527 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 Civil Rights and Equal Opportunity, 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).

S. Contract information Management System. If applicable, CONTRACTOR shall comply with CITY's Contract Information Management System requirements. CONTRACTOR shall use CITY's Internet web based Contract Information Management System/Project Management Communications Tool provided by CITY and protocols included in that software during the term of this Contract. CONTRACTOR shall maintain user applications to CITY's provided system for all personnel, subcontractors or suppliers as applicable and shall require subcontractors/subconsultants to maintain same.

T. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and CONTRACTOR employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, CONTRACTOR certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

U. Ban the Box in Hiring and Promotion

- a. Pursuant to Section 38-104, City Code Ordinances, CONTRACTOR shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recency and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- b. Notwithstanding subsection (a), CONTRACTOR may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- c. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

V. Title VI of the Civil Rights Act of 1964

- a. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

- b. CONTRACTOR shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

W. Non-discrimination in Employment

CONTRACTOR shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of the City Code. CONTRACTOR shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

X. Quality Services Assurance Act

If this Contract exceeds \$160,000.00, CONTRACTOR certifies that CONTRACTOR will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances unless City has granted CONTRACTOR an exemption pursuant to the Quality Services Assurance Act.

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 the 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 Civil Rights and Equal Opportunity 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 Civil Rights and Equal Opportunity 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

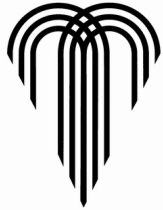
warranties, guarantees and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY and DESIGN PROFESSIONAL hereunder are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise 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/Contract Number: 60800054/9746-2

Project Title: Valve Straightening and Water Distribution
System Repairs Renewal No. 2

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, **no drawings** of explorations and tests of subsurface conditions at or contiguous to the Site of the Work were utilized.

SC-4.06 Article 4, Paragraph 4.06, Asbestos, Lead-Based Paint, PCBs, Petroleum Waste or Radioactive Material, Subparagraphs A and B are supplemented as follows:

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:

These Bonds shall remain in effect at least until 3 **years** after the date when final payment 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, is amended by deleting Subparagraph A and inserting the following:

A. CONTRACTOR shall not be required to purchase and maintain property insurance on the Work at the Site.

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 7 days prior to Bid date at the following address:

4700 E 63rd Street
Kansas City, Missouri 64130
Attn: Jason Wright, Project Manager

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 7 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 CITY of any proposed substitute item will be made by Change Order.

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 – Cass, Clay, Jackson, Platte and Ray

Work Type: State – Heavy

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.

Article 6, Paragraph 6.10, Compliance with Laws and Regulations, is amended by adding the following new Subparagraph 6.10 T:

Contract Information Management System. CONTRACTOR shall comply with CITY's Contract Information Management System requirements. CONTRACTOR shall use CITY's Internet web based Contract Information Management System/Project Management Communications Tool provided by CITY and protocols included in that software during the term of this Contract. CONTRACTOR shall maintain user applications to CITY's provided system for all personnel, subcontractors or suppliers as applicable.

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 \$160,000.00.

SC-6.21 RESERVED

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. Times stated in the Contract Documents are of the essence of the Contract. CONTRACTOR will likely have to work outside of normal work hours and in unfavorable weather conditions in order to meet these performance requirements. Once the Work starts, CONTRACTOR shall continuously pursue completion of the Work.

2. The Work under this contract will relate to both emergency code 3 repairs as well as other lower-priority work with priority codes 0, 1, and 2. All work orders must be completed within the following completion times. These completion times shall be calculated as the number of days from the date the work order is assigned to CONTRACTOR to the time it is complete.

Code 3 – 24 hours
Code 2 – 12 calendar days
Code 1 – 21 calendar days
Code 0 – 30 calendar days

C. Liquidated Damages

1. If a work order is not completed within the period stated in Paragraph 12.01 A.2, CONTRACTOR shall pay to CITY the amount of ONE HUNDRED DOLLARS (\$100) as liquidated damages for each Calendar Day, per work order, that is incomplete. A work order is considered complete for the purpose of meeting these performance requirements when the repair has been completed per CITY standards, the site has been backfilled and is ready for restoration, and the CONTRACTOR has provided the required information to close the work order in the CITY's work order system. The amount of liquidated damages shall be deducted from any payments due or to become due to the CONTRACTOR.

2. The CITY may suspend accrual of liquidated damages for delays out of the control of CONTRACTOR if CONTRACTOR can demonstrate such delays per section 12 of Specification 00700, General Conditions. On particularly involved work orders, CONTRACTOR and CITY may negotiate a construction schedule based on the specific work order requirements. Both parties realize that weather conditions may impede the schedule of some construction work. CONTRACTOR shall strive to meet these performance criteria in spite of normal year-round weather conditions. The CITY may

suspend accrual of liquidated damages for an extended period of extreme weather. If an extended period of extreme weather is encountered, it shall be the responsibility of CONTRACTOR to demonstrate that additional completion time should be awarded.

Whether or not any liquidated damages are assessed and the amount thereof shall be based on a review of Work Orders and other required documentation. As part of the payment application, the CONTRACTOR shall provide a detailed listing of work orders completed during the month including the work order number, address, cost, date assigned, and date completed in Microsoft Excel format. Work Orders shall be invoiced in the next pay application following their completion. If any given work order is rejected by CITY because it does not meet the requirements of these contract specifications, it will not be considered complete until it has been corrected and accepted by CITY.

SC-13.07 Article 13, Paragraph 13.07, Correction Period, Subparagraph A is amended as follows:

The correction period set forth in Paragraph 13.07 A shall be three (3) years instead of one (1) year, which longer period of time shall also be applicable to the correction period set forth in Paragraph 13.07 C. All other provisions of Paragraph 13.07 remain unchanged except as necessary to accommodate the revised length of the correction period.

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 on or about the 15th day of each month. 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-14.05 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.

17.06 The CONTRACTOR agrees to enter into up to one (1) successive renewal to this Contract if so requested by the CITY. The determination to renew the Contract will be at the sole discretion of the CITY where such renewal would be in the best interest of the CITY. Upon renewal of the contract, an increase in a Unit Price, if any, will be determined solely by the CITY, and if needed, will not exceed the change in the Consumer Price Index for the period since the Contract was signed. The US All City Average Consumer Price Index – All Urban Consumers (CPI-U) (seasonally adjusted, all items, and current base) will be used. The values used to calculate the maximum potential percent increase will be the value from the month the Contract is executed to the most current monthly value available at the time the Contract is renewed. Values will be from the web site for the Bureau of Labor Statistics, Consumer Price Index.

SECTION 00830

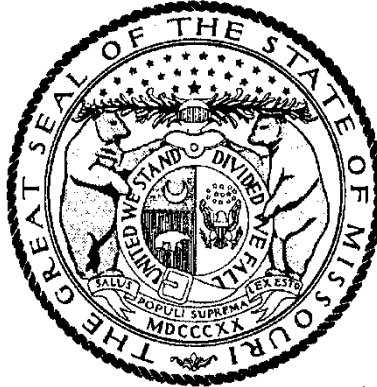
PREVAILING WAGE

1. Annual Wage Order No. 31
2. **0830.03 Division of Labor Standards Rules & Regulations** are incorporated into and made part of this Contract and are available at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/8csr/8c30-3.pdf>.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

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 _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.50
Boilermaker	\$39.44*
Bricklayer-Stone Mason	\$62.06
Carpenter	\$64.94
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.02
Plasterer	
Communication Technician	\$62.38
Electrician (Inside Wireman)	\$70.32
Electrician Outside Lineman	\$61.40
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$93.11
Glazier	\$59.07
Ironworker	\$70.66
Laborer	\$52.42
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.24
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.05
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.25
Plumber	\$78.88
Pipe Fitter	
Roofer	\$60.69
Sheet Metal Worker	\$76.38
Sprinkler Fitter	\$69.92
Truck Driver	\$54.27
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$65.11
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$90.71
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.85
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$53.04
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

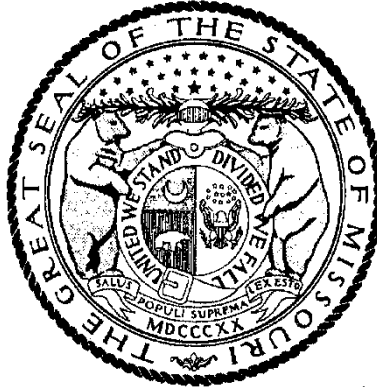
January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 019
CASS 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 _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CASS County

Section 019

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.76
Boilermaker	\$27.07*
Bricklayer-Stone Mason	\$62.58
Carpenter	\$65.51
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$27.07*
Plasterer	
Communication Technician	\$60.00
Electrician (Inside Wireman)	\$70.56
Electrician Outside Lineman	\$27.07*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$27.07*
Glazier	\$27.07*
Ironworker	\$69.62
Laborer	\$53.58
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$27.07*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.62
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$27.07*
Plumber	\$79.79
Pipe Fitter	
Roofer	\$60.03
Sheet Metal Worker	\$76.56
Sprinkler Fitter	\$27.07*
Truck Driver	\$27.07*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CASS County

Section 019

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$27.07*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$27.07*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.69
General Laborer	
Skilled Laborer	
Operating Engineer	\$59.65
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$27.07*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

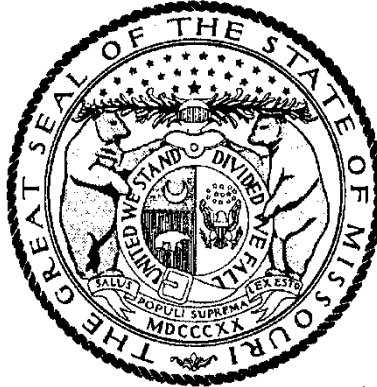
January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 024
CLAY 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 _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$70.59
Boilermaker	\$35.51*
Bricklayer-Stone Mason	\$62.37
Carpenter	\$64.44
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.58
Plasterer	
Communication Technician	\$61.30
Electrician (Inside Wireman)	\$68.72
Electrician Outside Lineman	\$35.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$35.51*
Glazier	\$58.94
Ironworker	\$69.61
Laborer	\$50.47
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$56.70
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.28
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$56.98
Plumber	\$78.98
Pipe Fitter	
Roofer	\$59.93
Sheet Metal Worker	\$75.64
Sprinkler Fitter	\$71.38
Truck Driver	\$56.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$64.52
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$35.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.51
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.82
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$51.36
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

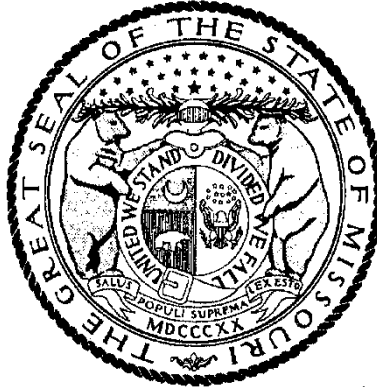
January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 083
PLATTE 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 _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
PLATTE County

Section 083

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$70.89
Boilermaker	\$33.79*
Bricklayer-Stone Mason	\$62.40
Carpenter	\$64.93
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$33.79*
Plasterer	
Communication Technician	\$65.26
Electrician (Inside Wireman)	\$70.09
Electrician Outside Lineman	\$33.79*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.79*
Glazier	\$33.79*
Ironworker	\$69.26
Laborer	\$47.89
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$53.08
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.82
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$33.79*
Plumber	\$77.57
Pipe Fitter	
Roofer	\$60.39
Sheet Metal Worker	\$75.86
Sprinkler Fitter	\$33.79*
Truck Driver	\$33.79*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
PLATTE County

Section 083

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$33.79*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$33.79*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.05
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.01
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$53.04
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

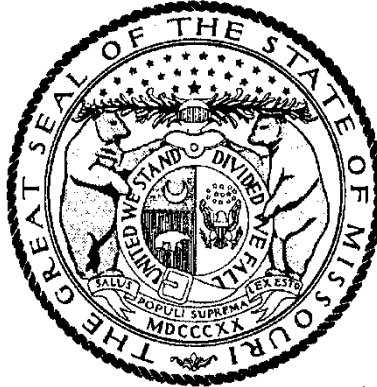
January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 089
RAY 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 _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
RAY County

Section 089

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$25.52*
Boilermaker	\$25.52*
Bricklayer-Stone Mason	\$25.52*
Carpenter	\$64.15
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$25.52*
Plasterer	
Communication Technician	\$25.52*
Electrician (Inside Wireman)	\$69.12
Electrician Outside Lineman	\$25.52*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.52*
Glazier	\$25.52*
Ironworker	\$25.52*
Laborer	\$25.52*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.52*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.52*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$25.52*
Plumber	\$25.52*
Pipe Fitter	
Roofer	\$25.52*
Sheet Metal Worker	\$25.52*
Sprinkler Fitter	\$25.52*
Truck Driver	\$25.52*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
RAY County

Section 089

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$25.52*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.52*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.07
General Laborer	
Skilled Laborer	
Operating Engineer	\$48.54
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$37.09
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

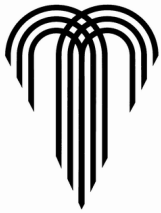
For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



REQUEST FOR INTERPRETATION

Project/Contract Number 60800054/9746-1

Project Title Valve Straightening and Water Distribution System Repairs Renewal No. 1

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/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal No. 2

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/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal No. 2

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:

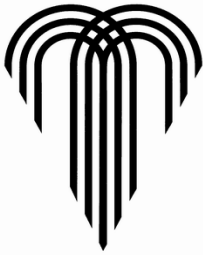
Attachments

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/Contract Number _____

Project Title _____

Change Order No: _____ Date of Issuance: _____

Ordinance No: _____ Ordinance Effective Date: _____
Contract Notice To Proceed Date: _____

To CONTRACTOR: (Enter Contractor's Company Name)

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) Flysheets needed before each attachment

- A - Updated Certificate of Insurance
- B-
- C.D.E.....

[Note: If the CO does not change the Contract Price, use "Director of Water Services" 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 <input type="checkbox"/> increased by) <input type="checkbox"/> decreased by) <input type="checkbox"/> 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 <input type="checkbox"/> increased by) <input type="checkbox"/> decreased by) <input type="checkbox"/> 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. _____ Project Title _____
 Change Order No. _____

[Note: Include any required additional signatures.]

DESIGN PROFESSIONAL: Name (Type Company Name)	By: (type Name) Title: (type Title)	Date:
CONTRACTOR: Name (Type Company Name)	By: (type Name) Title: (type Title)	Date:
CITY: KC Water	By: CEO/SSO/OO's name Title: CEO/SSO/OO's 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.

By: _____
 Director of Finance _____ 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/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal No. 2

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.

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT
(required for any contractor with 50 or more employees and
a contract with the City of Kansas City, Missouri, in excess of \$300,000.00)

STATE OF MO)
) ss
COUNTY OF Jackson)

On this 10TH day of OCTOBER, 2021, before me appeared CHERYL GURSTNER, 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 OPERATING MANAGER (title) of SNBPIBS IT LLC (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 [enter business entity name] has an affirmative action program (the "Program") in place and will maintain the Program for the duration of its contract with the City of Kansas City, Missouri ("City") as required by Chapter 3 of the City's Code of Ordinances.

I hereby additionally swear or affirm that attached hereto is a true copy of the Program.

I hereby additionally swear or affirm that the business entity 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 the City's Code of Ordinances.

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 10th day of October, 2024.



Notary Public

My Commission expires: 03/01/2026

KRISTOPHER KYLE JOHNSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 1, 2026
JACKSON COUNTY
COMMISSION #22237570

Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affirmative Action. If this Contract 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; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. 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:

(a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

(b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) 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 CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

(c) 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.

(d) 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

CREO Form 3
Rev. 3.22.2023




Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

electronic format, to CREO 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 CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity 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, cancelled 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.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

SARAI'S IT LLC
* 
CHEYEL GASTNER
OPERATING MANAGER



CREO KC Contract Close-Out Approval

Date: _____
 To: _____, Civil Rights & Equal Opportunity Department
 From: _____, _____ Department
 Subject: Contract/Project No.: _____
 Project Title: _____

Type:	<input type="checkbox"/> Original <input type="checkbox"/> Amendment 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 ² <input type="checkbox"/> Design Professional ³	<input type="checkbox"/> General Service	<input type="checkbox"/> Facility Repair <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Other:
Company:	NOTE: Attach:		
<input type="checkbox"/> M/WBE Participation - Documentation Attached [<i>Not required for DBE or MBE/WBE Participation under a Granting Agency Program. i.e. MoDOT, DNR, FAA, EPA, etc.</i>] <ul style="list-style-type: none"> • Copy of Invoice or Construction Payment Application Packet • Copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report Contractor has submitted • Contractor's Affidavit of Final Payment • Subcontractors' Affidavits for Final Payment 			
<input type="checkbox"/> Prevailing Wage			
<input type="checkbox"/> Workforce Program			

cc: Project Manager

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT USE ONLY	
<u>D/M/WBE Participation</u>	
<input type="checkbox"/> Applicable – No LD's	<input type="checkbox"/> Applicable – LD's assessed \$ _____
<input type="checkbox"/> Not Applicable	
_____	_____
Civil Rights & Equal Opportunity Department	Date
<u>Prevailing Wage</u>	
<input type="checkbox"/> Applicable – No LD's/penalties	<input type="checkbox"/> Applicable – LD's/penalties assessed \$ _____
<input type="checkbox"/> Not Applicable	
_____	_____
Civil Rights & Equal Opportunity Department	Date
<u>Workforce Program</u>	
<input type="checkbox"/> Applicable – No LD's	<input type="checkbox"/> Applicable – LD's assessed \$ _____
<input type="checkbox"/> Not Applicable	
_____	_____
Civil Rights & Equal Opportunity Department	Date

¹ DBE Programs apply to specific federal or state grant requirements.
² Construction – Only Contracts Executed after 1/1/2008
³ Non-Construction – Only Contracts Executed after 7/8/09
 CREO KC Contract Closeout Approval 10.5.2021

SECTION 01000
PROJECT REQUIREMENTS

DESCRIPTION OF WORK:

A. Project Summary

1. This is a work order contract for emergency repairs of water assets. The work to be performed under this Contract consists of furnishing all labor, materials (except those materials specified to be provided by Owner), equipment, tools, superintendence, and all services necessary to perform the following work: emergency water system distribution repairs City wide in Kansas City, Missouri.
2. Work orders will primarily be Code 1 and Code 2 repairs to water distribution assets such as mains, valves, hydrants and service lines. Occasionally Code 3 (high priority) work orders will be assigned which generally require a 2 to 4 hour response. Code 3 repairs include large leaks with damage to property or other facilities, puts consumers out of water, or otherwise creates a hazard to public safety.
3. Payment to the Contractor for completed assigned work orders shall be on the basis of the Cost of the Work as provided in Paragraphs 11.02A and B of the Construction General Conditions plus a Contractor's fee for overhead and profit as provided in Paragraph 11.01D.
4. WSD reserves the right to use other contractors to perform similar work during the term of this agreement. WSD may provide additional work to whichever demonstrates the best overall performance, at the sole discretion of WSD.

B. Contractor's responsibility

1. The Contractor shall provide crews to complete assigned work orders. The makeup of the crews shall be tailored as needed to complete the assigned work orders.
2. Time is of the essence. Contractor shall endeavor to complete all work orders assigned as quickly as possible.
3. The Contractor shall be responsible for the following tasks:
 - i. Identify and provide email addresses and mobile phone numbers for the Contractor's Contractual contact, project manager, superintendent, and crew chief(s). All of these people shall have mobile devices capable of sending and receiving emails.
 - ii. Provide field crews with notebook computers or tablets able to run the City's GIS mapping software and to record work activities and work items electronically in the field.

- iii. Contact Missouri One Call for all underground work.
- iv. Coordinate with, as appropriate, the WSD including Meter Field Services Division, Pipeline Division, WSD Engineering, Water Dispatch, and other appropriate parties regarding details and schedule of the repair.
- v. Complete the work in accordance with City and WSD standards.
- vi. Provide daily E-Mail updates of status of assigned work orders and completed work orders.
- vii. Execute a release for receipt of licensed GIS data for water distribution mapping; maintaining confidentiality of the data in accordance with City requirements.
- viii. Take before, during and after digital photos of each worksite. During photos will show the completed work prior to backfill. All photos will be clear enough to show the worksite and will be uploaded to the KC Water contractor web application.
- ix. As part of the invoice process, enter the cost of each work order in the KC Water contractor web application.
- x. Complete other Contractor's responsibilities described elsewhere in the Contract documents.

C. Work Order Process

1. The WSD will provide work assignments. Unless otherwise directed by the contract project manager, the work orders will be completed in the order that they were assigned. When multiple work orders are assigned at once, work orders with a higher priority code will be completed first.
2. Contractors shall contact dispatch whenever starting and completing work or operating valves.
3. New work orders will generally be given to the Contractor via email although the information may be initially conveyed verbally. The WO details will include the WO number, location (generally a street address), asset type, and description of the problem with priority code.
4. The Contractor shall contact Missouri One Call for utility locates and ensure that the locates have been marked before starting work.
5. The Contractor shall have its crew on-site for Code 3 repairs within a 2 to 4 hours.
6. If the WO is for repair of a leak, the WSD will provide a leak location.
7. The Contractor shall mobilize his crew with the appropriate equipment and materials to avoid unnecessary work delays.
8. Contractor's personnel shall locate and operate valves required for shuts. Valves larger than 12" shall be operated by, or under the supervision of, WSD. Contractor shall notify customers that will be affected by shuts ahead of time

using door hangers supplied by WSD.

9. Once the work is begun, the Contractor shall continue working on the job in an expeditious manner until it is completed.
10. Contractor will be responsible for any damages to other utilities.
11. The Contractor shall minimize the damage to the street, curb, driveways, sidewalks, grassed areas, and surfaces during his repairs.
12. All repairs shall be made in accordance with City and WSD standards and at the direction of WSD personnel.
13. The Contractor shall fill and compact the excavation with aggregate backfill as specified, unless otherwise directed otherwise by WSD.
14. The WSD will be responsible for obtaining the Excavation and Pavement Degradation permits from the Public Works Department's permit desk. Unless otherwise directed by the WSD, Contractor shall backfill holes and leave repair sites clean and safe. The WSD will perform the final site restoration work.
15. When street plates are required, Contractor shall call Dispatch and request the appropriate size plate as soon as possible. The WSD will provide street plates.
16. Contractor shall be responsible for obtaining Traffic Control Permits from the Public Works Department and for furnishing and maintaining traffic control devices and equipment required for the work to be conducted in a safe manner in accordance with Public Works traffic control standards and permit conditions unless its repair work is complete.

2. TECHNICAL SPECIFICATIONS:

- A. The work shall conform to this contract and to the latest revision of the WSD Standards and Specifications for Water Main Extensions and Relocations, the Rules and Regulations for Water Service Lines, and the Standard Operating Instructions Repairing Water Mains, which are made a part hereof by reference.
- B. The term "Engineer" as used in the aforesaid Standards and Specifications shall mean the Engineering Services Division of the Water Services Department of the City, or any engineer or agent designated by the Director in responsible charge of the work.
- C. In cases where the WSD Standards and Specifications for Water Main Extensions and Relocations and Rules and Regulations for Water Service Lines, as referenced, conflict with these Project Specifications or the Project Drawings, the Project Specifications or the Project Drawings shall govern.

- D. **CUTTING EXISTING PAVEMENT:** Where pavement cuts are required for the installation of the water mains or for access to the existing mains, the Contractor shall make the cuts square, furnishing all necessary labor and equipment.
- E. Care and caution shall be taken and observed when cutting the existing pavement for the installation of the water mains. The openings shall be made with tools designed for cutting the pavement with the minimum of damage to the surrounding area.
- F. **BACKFILL.** All backfill shall be thoroughly compacted in strict conformance with section 02200, Earthwork of the Contract Specifications, the WSD Standards and Specifications for Water Main Extensions and Relocations, and the Public Works Department Pavement Restoration Standards SR-1.

3. MATERIALS FURNISHED BY THE OWNER: The Owner will furnish upon written request from the Contractor and without charge to the Contractor, the materials listed below. If the Owners stores are out-of-stock of materials requested by the Contractor, those materials shall be obtained by the Contractor. Reimbursement for these materials shall be made in accordance with Article 11 of the General Conditions of this document.

Item	Quantity
Ductile Iron Pipe	as needed
KCMO spec fire hydrant	as needed
Resilient wedge MJ gate valves	as needed
Butterfly valves	as needed
Valve bases, covers, boxes, risers, op nuts	as needed
Miscellaneous pipe & fittings	as needed

All material furnished by the Owner which is damaged, lost or stolen after its acceptance by the Contractor shall be replaced at the expense of the Contractor with like material purchased from the Owner.

The Contractor, or his authorized representative, shall sign a bill of receipt for all materials withdrawn from the Water Services Department Stores. The Contractor shall be responsible for pickup of materials at the Water Services Department Stores and for delivery to the work site.

All materials withdrawn from the Water Services Department Stores that are not incorporated in the work shall be returned to the Water Services Department Stores. All such material not returned shall be charged to the Contractor and deduction therefore shall be made from the final payment estimate.

All salvaged metal parts shall be returned to the Owner's metal salvage bin at Water Services Department Stores unless otherwise directed.

4. **FACILITIES:** The Owner will furnish without charge all necessary water for filling, flushing, and testing the completed line and other construction requirements. Use of City's water facilities shall be at the direction of the Water Services Department so that water service to customers served by the facilities is not impaired. Under any conditions, water shall not be wasted. Any water furnished by the Owner must be obtained from the Owner's existing main.

5. **RIGHTS-OF-WAY:** The Owner will provide right-of-way necessary for repair or construction of the water main where it is in public thoroughfares, city streets, Park Board property, county roads, state highways, or where it crosses private property. The Contractor shall confine his construction operations to the immediate vicinity of the repair location, and shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies so as to cause the least possible damage to property and interference with public traffic.

6. **CLEAN-UP:**

All excavated material in excess of that necessary to fill the trench shall be removed and disposed of by the Contractor.

Surplus pipeline materials, tools, and temporary structures shall be removed by the Contractor; all rubbish shall be hauled away by the Contractor and the construction site shall be left clean.

7. **EROSION AND SEDIMENT CONTROL:** All work shall conform to the latest revision of the Kansas City, Missouri Erosion and Sediment Control Specifications which is made a part hereof by reference.

8. **GUIDELINES FOR OPEN EXCAVATIONS:** Required excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. Every person who for any purpose 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 shall provide effective protection to the public.

All excavations in roadways shall be protected and secured in compliance with existing federal, state and local codes and standards, including, but not limited to the most current editions of the Manual of Uniform Traffic Control Devices.

All unsupervised excavations not within roadways shall be protected and secured. A protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. 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.

Any excavation that is not covered, shall be fenced in such a way that it surrounds the entire area under excavation so as to prevent entry by any persons. The fencing shall be a minimum of 42" in height. The fence 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/or fences on 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.

All necessary and applicable permits shall be secured for any work contemplated on public properties before commencing any activity. In all instances the applicant agrees to perform all work in accordance with the permit and to indemnify and hold harmless the City from all liability, judgments, costs, expenses and claims growing out of damages or alleged damages, of any nature to, any person or property arising out of performance or non-performance of said work or the existence of facilities and/or appurtenances thereof.

9. TRAFFIC CONTROL

A. If suitable traffic control is not already on site, Contractor shall be responsible to obtain traffic control devices to safely perform the work. Certain traffic control can be ordered by calling dispatch. Contractor shall erect and maintain all traffic control signs, barricades, markings, and other traffic control devices that are required to control vehicular and pedestrian traffic. The size, shape, color and placement of all signs, barricades, markings, and other traffic control devices signs shall comply with the latest revision of the Manual of Uniform Traffic Control Devices and specific requirements of the KCMO Street and Traffic Division of Public Works Department.

B. Where required, Contractor shall prepare and submit for approval a specific traffic control plan related to his proposed approach to constructing the work. The Contractor shall secure approval of the traffic control plan from the KCMO Public Works Department or other governing authorities as required by law.

END OF SECTION 01000



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 amendments 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 /Contract No. 60800054/9746-2 Project Title Valve Straightening & Water Distribution System Repair Renewal
2
 From Contractor SheDigs It, LLC To KC Water Date 10/10/2024

Spec. No.	Section Title	4	Firm, Address (Check box if Supplier)	Phone, FAX and e-mail	Contact
	Water/Valve Repairs / MBE Participation		ABAY CONSTRUCTION; 400 E Red Bridge Road Suite 215 KCMO 64130	O: 816-934-1168; F: 816-934-1657; Henok@Abaycon struction.com	Henok Tekeste
	Concrete	<input checked="" type="checkbox"/>	Century Concrete, Inc. 11011 Cody Street Suite 150 Overland Park KS 66210	O:913-319-6537 Ronnie.Tucker@ ashgrove.com	Ronnie Tucker
	Traffic Control		StreetWise, 13501 Arrington Road Grandview, MO 64030	P(816)331-2355	Heather Perry

Attachments:

Signed by:  Date 10/10/24

Distribution: Owner Contractor Construction Manager Design Professional Consultant Other



CERTIFICATE OF SUBSTANTIAL COMPLETION

Project/Contract Number 60800054/9746

Project Title Valve Straightening and Water Distribution System Repairs

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/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal no. 2

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/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal no. 2

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 CITY 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 \$150,000, 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 _____

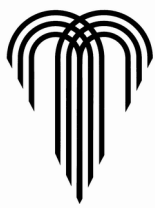
On this _____ day of _____, _____, before me appeared _____, to me personally known to be the _____ of the _____,

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



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs
Renewal no. 2

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



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: _____

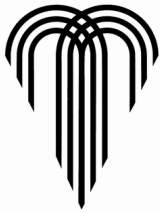
Remarks: _____

Attachments _____

Signed by: _____

Date: _____

- Distribution: Owner
 Contractor
 Construction Manager
 Design Professional
 Consultant _____
 Other _____



PERIODIC FIELD OBSERVATION REPORT

Project/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal no. 2

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/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal

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



TRANSMITTAL LETTER

Project/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal no. 2

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



SUBSTITUTION REQUEST

Project/Contract Number 60800054/9746-2

Project Title Valve Straightening and Water Distribution System Repairs Renewal no. 2

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

SECTION 02200 – EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

- A. This section covers earthwork associated with general excavation, backfill and compaction required for the Work.
- B. This section also covers the handling, storage, transportation and disposal of all excavated material; sheeting and shoring, subgrade preparation, dewatering as necessary or required, protection of adjacent property, construction of fills and embankments, surfacing and grading; and other appurtenant work.
- C. Additional requirements for excavation, backfill and compaction for trenching can be found in Section 02250 – Trenching, Pipe Embedment and Backfill.

1.02 SPECIFICATION MODIFICATIONS

1.03 IT IS UNDERSTOOD THAT THROUGHOUT THIS SECTION THESE SPECIFICATIONS MAY BE MODIFIED BY APPROPRIATE ITEMS IN SECTION 01015 – SPECIFIC PROJECT REQUIREMENTS. RELATED SECTIONS

- A. Section 00700 – General Conditions.
- B. Section 01000 – General Project Requirements.
- C. Section 01015 – Specific Project Requirements.
- D. Section 02250 – Trenching, Pipe Embedment and Backfill.
- E. Section 02575 – Surface Restoration

1.04 CODES AND STANDARDS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Society for Testing and Materials (ASTM):
 - ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soils Using Standard Effort (12,400 ft-lbf/ft³).
 - ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
 - ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
 - ASTM D4546 Standard Test Method for One-Dimensional Swell or Collapse of Soils.
 - ASTM D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- C. City of Kansas City, Missouri Department of Public Works, Construction and Material Specifications (<http://kcmo.gov/publicworks/design-construction-standards/>)
KCMO PW 2202, Subsection 2202, Untreated Compacted Aggregate.

- D. Kansas Department of Transportation, Standard Specification and Construction Manual, Division 1100, Aggregates.
- E. Missouri Department of Transportation, Missouri Standard Specifications for Highway Construction, Division 1000, Materials Details.

1.05 DEFINITIONS

- A. Paved Areas – Areas for which the final surfacing will be street pavement, shoulders, driveways, parking lots, curbs, gutters, sidewalks, gravel roads or other surface features.
- B. Unpaved Areas – Areas for which the final surfacing will be in a green space.

1.06 INFORMATION PROVIDED BY THE CITY

- A. As provided in the Contract Documents.

1.07 QUALITY ASSURANCE

- A. The Contractor is responsible for the quality assurance and quality control of the Work.
- B. Sampling and Testing:
 - 1. Tests to determine conformance with all requirements of this Specification for quality and properties of all Contractor-secured materials, including borrow materials proposed for use, shall be performed by an independent, state-certified, commercial laboratory retained and compensated by the Contractor and approved by the City/Design Professional.
 - 2. All work associated with QUALITY ASSURANCE shall be included in the Bid Price and will be incidental to the Work. No separate measurement or payment will be made.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. The City will furnish the Site in accordance with Section 00700 – General Conditions.
- B. See Section 01000 – General Project Requirements, paragraph EASEMENTS AND RIGHT-OF-WAY for use of private property for delivery, storage and handling.
- C. Perform in a manner to prevent contamination or segregation of materials.

1.09 EXISTING UTILITIES

- A. The Contractor shall notify utilities prior to excavation in accordance with Section 00700 – General Conditions, Article 6 – Contractor’s Responsibilities, paragraph NOTIFICATION OF UTILITIES.
- B. Movement of construction machinery and equipment over pipes and utilities during construction is at the Contractor's sole risk.
- C. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, excavate by hand, start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured.
- D. Support uncovered lines or other existing work affected by the excavation until approval for backfill is granted by the City.
- E. Report damage to utility lines or subsurface construction immediately to the City.

PART 2 - PRODUCTS

2.01 MATERIALS ENCOUNTERED

- A. Suitable Materials – Materials suitable for use in backfill, fill and embankment include job excavated or borrow material that is free of debris, roots, organic matter, frozen matter and shale particles/rock/stone or gravel with all dimensions less than 2 inches:
 - 1. Cohesion-less materials include gravels, gravel-sand mixtures, sands and gravelly sands; generally exclusive of clayey and silty material with the following properties:
 - (a) Free-draining.
 - (b) Impact compaction will not produce a well-defined moisture-density relationship curve.
 - (c) Maximum density by impact methods will generally be less than by vibratory methods.
 - (d) Generally less than 15% by dry weight of soil particles pass a No. 200 sieve.
 - 2. Cohesive materials include materials made up predominately of silts and clays generally exclusive of sands and gravel with the following properties:
 - (a) Impact compaction will produce a well-defined moisture-density relationship curve.
 - (b) Are not free draining.
- B. Unsuitable Materials – Materials unsuitable for use in backfill, fill and embankment include all material that contains debris, roots, organic matter, frozen matter, shale particles/rock/stone or gravel with any dimension greater than 2 inches. Additionally, as determined by the City/Design Professional, any other materials that are too wet or otherwise unsuitable for providing a stable subgrade or stable foundation for structures or trenches.
- C. Material used for embankment or fill:
 - 1. For soils used below structural elements (such as: footings, slabs, pavements and mats), the portion of material passing the No. 40 sieve shall have a liquid limit not exceeding 40 and a plasticity index not exceeding 25 when tested in accordance with ASTM D4318.

2.02 TOPSOIL

- A. On-Site Topsoil – Surface soil stripped and stockpiled on site and modified as necessary to meet the requirements specified herein. When available, topsoil must be existing surface soil stripped and stockpiled on the Site.
- B. Off-Site Topsoil – Conform to requirements specified herein. Additional topsoil must be furnished by the Contractor.
- C. Composition – Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than 1- inch diameter, brush, weeds, toxic substances and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7.
- D. Topsoil shall be of a quality at least equal to the existing topsoil in adjacent areas, free from trash, stones, debris and well suited to support plant growth.

2.03 WASTE MATERIALS

- A. Waste materials, as described for purposes of this Section, consist of unsuitable materials such as: rock, surplus excavated material, demolition debris and other materials considered unacceptable for use as fill.

- B. Waste materials shall not include environmental pollutants, hazardous substances, contaminated products, by-products, samples or waste materials of any kind that are regulated under environmental laws.

2.04 BORROW MATERIALS

- A. Suitable fill materials, granular materials and topsoil obtained from locations arranged for by Contractor (off the Site) are required to the extent sufficient suitable materials cannot be obtained from excavation and trenching.
- B. Borrow materials shall not exhibit characteristics of high shrink or swell potential as determined from Atterberg limit tests (ASTM D4318) and/or swell tests (ASTM D4546) unless otherwise specified herein.

2.05 GRANULAR FILL MATERIAL

- A. Granular fill material shall consist of crushed stone, sand and gravel or reclaimed asphalt or concrete. The aggregate shall not contain more than 15 percent deleterious rock and shale. The fraction passing the No. 40 sieve shall have a plasticity index not to exceed six. Any sand, silt, clay and any deleterious rock and shale shall be uniformly distributed throughout the material.
- B. Reclaimed asphalt or concrete materials meeting the requirements of aggregate must be approved for use by the City.
- C. Granular fill material shall be in accordance with the following gradation requirements defined in Table 1 below:

Table 1. Gradation for Granular Fill Material

Sieve Size	Mass Percent Passing		
	MoDOT Type 5	KDOT Type AB-3	KCMO PW 2202**
2 inch		100	
1 ½ inch		95 to 100	
1 ¼ inch			100
1 inch	100		72 to 100
¾ inch		70 to 95	60 to 90
½ inch	60 to 90		
3/8 inch			43 to 74
No. 4	35 to 60	40 to 65	28 to 60
No. 8		30 to 55	
No. 10			16 to 40
No. 30	10-35		
No. 40		16 to 40	3 to 22
No. 200	0-15	8 to 20*	0 to 15**

* For Type AB-3, the fraction passing the No. 200 sieve shall not exceed ¾ of the fraction passing the No. 40 sieve.

Table 1. Gradation for Granular Fill Material

Sieve Size	Mass Percent Passing		
	MoDOT Type 5	KDOT Type AB-3	KCMO PW 2202**
** For KCMO PW 2200, the difference between Mass Percent Passing of successive sieve sizes shall not exceed 25%. That fraction of material passing the No. 40 sieve shall have a plasticity index not to exceed 8.			

1. MoDOT Type 5 material shall conform to Missouri Department of Transportation, Standard Specifications for Highway Construction, Section 1007, Type 5 Aggregate.
2. KDOT Type AB-3 material shall conform to Kansas Department of Transportation, Standard Specification and Construction Manual, Division 1100, Aggregates.

2.06 CONTROLLED LOW STRENGTH MATERIAL (CLSM)

- A. See Section 02250 – Trenching, Pipe Embedment and Backfill.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS FOR OPEN EXCAVATIONS

- A. Excavations shall be restored to the level of the adjacent surfaces as soon as practicable.
- B. Unsupervised or unprotected excavations are prohibited. The Contractor shall adhere to the City’s no open excavation policy.
- C. Protective Measures in Paved Areas:
 1. Excavations within paved areas shall be protected and secured in accordance with existing federal, state and local codes and standards. This includes, but not limited to, the most current edition of the Manual of Uniform Traffic Control Devices.
- D. Protective Measures Unpaved Areas:
 1. Supervision – As a temporary measure, the Contractor may provide personnel to supervise an open excavation that is not otherwise protected. Supervision shall ensure that the public is protected and shall serve the same function as a protective cover or fencing. A protective cover or fencing shall be installed for all excavations that are not supervised.
 2. Protective Cover – A protective cover shall be installed over the excavation so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be of sufficient weight or fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall or injury. Advance warning devices shall be installed as required by the City/Design Professional.
 3. Fencing – Any excavation that is not covered shall be fenced in so that it surrounds the entire excavation area and prevents entry. The fencing shall be a

minimum of 42 inches in height. The fence shall be secured and upright at all times.

- E. Inspection and Maintenance – Protective measures (coverings and fences) shall be inspected by the Contractor at least daily to assure integrity. Protective measures in heavy traffic areas shall be inspected more often as necessary.
- F. Excavation permits shall be secured prior to starting the work.

3.02 EXCAVATION

- A. Excavations shall provide adequate working space and clearances for the work to be performed therein and for installation and removal of concrete forms.
- B. In no case shall excavation faces be undercut for extended footings.
- C. Subgrade surfaces shall be clean and free of loose material of any kind when concrete is placed thereon.
- D. Classification of Excavated Materials – No classification of excavated materials will be made. Excavation and trenching work shall include the removal and subsequent handling of all materials excavated or otherwise removed in performance of the work, regardless of the type, character, composition or condition thereof.

3.03 BLASTING

- A. Unless otherwise noted in Section 01015 – Specific Project Requirements, blasting or other use of explosives for excavation will not be permitted

3.04 DEWATERING

- A. Dewatering equipment shall be provided to remove and dispose of all surface water and groundwater entering excavations, trenches or other parts of the Work.
- B. To prevent damage from hydrostatic pressure, flotation or other cause, all excavations shall be protected and kept dry during subgrade preparation and continually thereafter until the structure is built or the pipe is installed and the area is backfilled.
- C. All excavations for concrete structures or trenches which extend down to or below groundwater shall be dewatered by lowering and keeping the groundwater level beneath such excavations 12 inches or more below the bottom of the excavation.
- D. Surface water shall be diverted or otherwise prevented from entering excavations or trenches to the greatest extent possible without causing damage to adjacent property.
- E. If the material within the excavation becomes unsuitable or unstable as a result of the Contractor's inability to implement adequate surface diversion or dewatering measures, then the Contractor shall remove unsuitable materials and replace with approved compacted fill material as directed by City and at no additional cost to the City.
- F. Surface water and groundwater that contains silt and soil shall not be disposed of without pre-treatment.
- G. The Contractor is responsible for the condition of any pipe, conduit or drainage way which is utilized for drainage purposes. Any such pipe, conduit or drainage way utilized shall be left clean and free of sediment.

3.05 SHEETING AND SHORING

- A. The Contractor shall provide all shoring, bracing, cribbing, trench boxes, underpinning and sheeting as necessary to support excavations.
- B. The Contractor shall provide a Sheeting and Shoring Plan that includes provisions that will accomplish the following:

1. Prevent undermining of pavements, foundations and slabs.
2. Prevent slippage or movement in banks or slopes adjacent to the excavation.
3. Allow for the abandonment of shoring and sheeting materials in place in critical areas as the Work is completed. In these areas, backfill the excavation to within 3 feet of the finished grade and remove the remaining exposed portion of the shoring before completing the backfill.
4. Except where banks are cut back on a stable slope, excavations for structures shall be supported as necessary to prevent caving or sliding.
5. Excavations shall provide adequate working space and clearances for the Work to be performed.
6. Undercutting of excavation faces is prohibited.

3.06 BACKFILL AND COMPACTION

- A. See Section 02250 – Trenching, Pipe Embedment and Backfill for additional requirements.
- B. Weather Limitations – Construction of fills and embankments during freezing weather shall not be done except by permission of the City/Design Professional. No fill or embankment materials shall be installed on frozen surfaces, nor shall froze material, snow or ice be placed in the fill or embankment.
- C. To the extent possible, excess suitable material obtained from trench excavation can be used for the construction of fills and embankments. Additional material shall be provided as required.
- D. After preparation of the fill or embankment site, the subgrade shall be leveled and rolled so that surface materials of the subgrade will be compacted and well bonded with the first layer of the fill or embankment and for subsequent layers.
- E. All fill and embankment materials shall be placed in layers not to exceed 8 inches in un-compacted thickness.
- F. Material deposited in piles or rows by excavating and hauling equipment shall be spread and leveled before compacting.
- G. No shale particles, rock, gravel or stone with any dimension greater than 2 inches shall be placed in the upper 18 inches of any fill or embankment. Rocks or stones within the allowable size limit may be incorporated in the remainder of fills and embankments, provided they are distributed so that they do not interfere with proper compaction.
- H. The material in each layer shall be wetted or dried as required and thoroughly mixed to ensure uniform moisture content and adequate compaction. Each layer shall be thoroughly compacted as follows:
 1. Unpaved Areas:
 - (a) 90% of maximum dry density at moisture content range from 3% below optimum to 2% above optimum as determined by ASTM D698.
 - (b) If the material fails to meet the density specified, compaction methods shall be altered.
 2. Paved Areas:
 - (a) All subgrades below paved area and within 1 foot of a paved areas shall be compacted to 95% of maximum dry density at moisture content range from 3% below optimum to 2% above optimum as determined by ASTM D698 for the subgrade 1 foot outside of paved areas.

(b) If the material fails to meet the density specified, compaction methods shall be altered.

3. Project specific requirements for backfill and compaction may be modified in Section 01015 – Specific Project Requirements.

- I. Trenches in Embankments – Wherever a trench is to pass through a fill or embankment, the fill or embankment material shall be placed and compacted to an elevation not less than 36 inches above the top of pipe elevation before the trench is re-excavated.
- J. Trenches and pipes that pass through a water-containing embankment shall eliminate the granular embedment material and the trench bottom shall be graded to provide uniform and continuous support for the pipe. The pipe shall be embedded in embankment material containing no rocks, stones or other pervious material. The embedment material shall be compacted as specified for the embankment.

3.07 GRANULAR FILLS

- A. See Section 02250 – Trenching, Pipe Embedment and Backfill for additional requirements.
- B. Granular fill material shall be provided where indicated by City.
- C. Granular fill material shall be placed on suitably prepared subgrades and compacted by vibration.
- D. Backfill and Compaction – The material in each layer shall be wetted or dried as required and thoroughly mixed to ensure uniform moisture content and adequate compaction. Each layer shall be thoroughly compacted with a vibratory compactor to 95% of maximum dry density at moisture content range from 3% below optimum to 2% above optimum as determined by ASTM D698.
- E. If the material fails to meet the density specified, compaction methods shall be altered.
- F. Where granular fills are to be covered with concrete, the top surface shall be graded to the required subgrade.

3.08 FIELD QUALITY CONTROL

- A. See Section 02250 – Trenching, Pipe Embedment and Backfill for additional requirements.
- B. Compaction Tests:
 - 1. Two initial gradation tests shall be made for each type of embedment, fill and backfill material used and one additional gradation test shall be made for each additional 500 tons of each material. At the sole expense of the Contractor, moisture-density (Proctor) tests, relative density tests on the materials and all in-place field density tests shall be performed by the Contractor. All tests performed shall be done in accordance with ASTM D698.
 - 2. The method of in-place compaction testing including density and moisture content shall be as follows:
 - (a) Density - Cohesive materials: ASTM D2167, ASTM D1556 or ASTM D6938.
 - (b) Density - Cohesion-less materials: ASTM D6938.
 - (c) Moisture Content: ASTM D6938.
 - 3. The minimum frequency of in-place compaction testing including density and moisture content will be as follows:
 - (a) At least one test for every 2,000 cubic yards of material placed in a mass fill.

- (b) At least one test when the City suspects the quality of moisture control or effectiveness of compaction.
- 4. Any material/fill failing to meet required densities shall be removed, replaced and compacted as necessary to achieve specified results.
- 5. Removal of in-place material and replacement with approved new material will be required if scarifying and re-compaction do not produce the required densities.

3.09 EQUIPMENT

- A. The Contractor shall utilize appropriate equipment to obtain the compaction requirements specified. Acceptable equipment includes, but is not limited to, the following:
 - 1. Tamping Rollers.
 - 2. Pneumatic Rollers.
 - 3. Vibratory Rollers.
 - 4. Other methods that have been tested and have been shown to meet the specified compaction rates.
- B. Power tampers or rammers shall be used for the compaction of material in areas where it is impractical or unsafe to use heavy equipment or as recommended by the City.
- C. Vibratory plate compactors, manual or attached to excavation equipment, may be used for consolidation of embedment and compaction of granular fill in areas where it is impractical or unsafe to use heavy equipment or as recommended by the City.
- D. All compaction equipment is subject to the approval of the City/Design Professional.

3.10 FINAL GRADING AND PLACEMENT OF TOPSOIL

- A. After all trenching, backfilling, compaction and embankments to be constructed have been rough graded, all areas shall be final graded to the indicated elevations, slopes and contours.
- B. All cuts, fills, embankments and other areas which have been disturbed or damaged by construction operations shall be surfaced with at least 6 inches of topsoil to meet final grade.
- C. Use of graders or other power equipment will be permitted for final grading and dressing slopes, provided the result is uniform and equivalent to manual methods.
- D. All surfaces shall be graded to provide effective drainage. Unless otherwise indicated, a slope of at least 1 percent shall be provided.
- E. Final grade shall be smooth, even and free from clods, rocks, stones, weeds, brush and other debris.

3.11 DISPOSAL OF EXCESS EXCAVATED MATERIALS

- A. Except as otherwise permitted, all excess excavated materials shall be disposed of off-site.
- B. Rock – Excavated rock in excess of the amount permitted to be installed in trench backfill (see Section 02250 – Trenching, Pipe Embedment and Backfill) shall be disposed of off-site.
- C. Other Debris – Waste material and other debris encountered in during excavation shall be disposed of off-site.
- D. The disposal of waste and surplus excavated materials, including hauling, handling and grading is incidental to Earthwork. No separate measurement or payment shall be made.

3.12 SEEDING AND SODDING

- A. All areas disturbed by the Contractor's operations shall be seeded or sodded according to the requirements of Section 02575 – Surface Restoration.

3.13 SETTLEMENT

- A. The Contractor is solely responsible for all settlement which may occur within the correction period (as stipulated in the General Conditions and Supplementary Conditions). Within 30 days after notice from the City, the Contractor shall make all settlement repairs and the associated restoration caused by correcting the settlement.

END OF SECTION

SECTION 02250 – TRENCHING, PIPE EMBEDMENT AND BACKFILL

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies requirements for trench excavation, pipe embedment, backfill and compaction for the installation of water, sanitary sewer and storm water piping.

1.02 SPECIFICATION MODIFICATIONS

- A. It is understood that throughout this section these Specifications may be modified by appropriate items in Section 01015 – Specific Project Requirements or as otherwise modified in the Contract Documents.

1.03 RELATED SECTIONS

- A. Section 01000 – General Project Requirements.
- B. Section 01015 – Specific Project Requirements.
- C. Section 02200 – Earthwork.
- D. Section 02575 – Surface Restoration.

1.04 CODES AND STANDARDS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Society for Testing and Materials (ASTM):
 - ASTM C33 Standard Specification for Concrete Aggregates.
 - ASTM C150 Standard Specification for Portland Cement.
 - ASTM C494 Standard Specification for Chemical Admixtures for Concrete.
 - ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
 - ASTM C940 Method of Determination of Purity by Measurement of Freezing Points.
 - ASTM C1602 Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.
 - ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soils Using Standard Effort (12,400 ft-lbf/ft³).
 - ASTM D4253 Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - ASTM D4254 Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
 - ASTM D4832 Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
 - ASTM D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.05 DEFINITIONS

- A. Paved Areas – Areas for which the final surfacing will be traffic-bearing surface treatments such as street pavement, shoulders, driveways, parking lots, curbs, gutters, gravel roads or other surface treatments for traffic (pavers, etc...). Sidewalks and trails are excluded from the definition.
- B. Unpaved Areas – Areas for which the final surfacing will not be a Paved Area.
- C. Downtown Loop – The area of the city bounded on the north by Interstate 70, on the east by U.S. 71, on the south by Interstate 670 and on the west by Interstate 35.

1.06 INFORMATION PROVIDED BY THE CITY

- A. As provided in the Contract Documents.

1.07 SUBMITTALS

- A. Submit as specified in Section 01300 – Submittals.
- B. Shop Drawings:
 - 1. Sheeting and Shoring Design – Contractor shall submit, in accordance with 29 CFR Part 1926 - OSHA Subpart P - Excavations and Trenches, a shoring design sealed by a registered professional engineer in the State of Missouri for all excavations greater than twenty (20) feet in depth prior to excavation. Submittal will be for informational purposes only.
- C. Testing Reports:
 - 1. Laboratory testing results for proposed Borrow Materials.
 - 2. Laboratory testing results and quarry control reports for Granular Material.
 - 3. Laboratory testing results for and quarry control reports Granular Bedding.
 - 4. Laboratory testing results for compression testing of CLSM.
 - 5. Moisture-density (Proctor) test results.
 - 6. In-Place Density test results.
- D. Other Submittals:
 - 1. Commercial Laboratory – submit name, contact information and certification of the commercial testing laboratory required by paragraph QUALITY ASSURANCE.
 - 2. Mix Design for CLSM.
 - 3. Concrete Plant – submit the name and location of the concrete plant which will provide the CLSM.

1.08 QUALITY ASSURANCE

- A. The Contractor is responsible for the quality assurance and quality control of the Work.
- B. Sampling and Testing:
 - 1. Tests to determine conformance with all requirements of this Specification and for the quality and properties of all Contractor provided materials, including borrow materials proposed for use. The aforementioned testing shall be performed by an independent, state-certified, commercial laboratory retained and compensated by the Contractor and approved by the City.
 - 2. All work associated with QUALITY ASSURANCE shall be included in the Bid Price and will be incidental to the Work.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Stockpile materials in other areas or offsite when adjacent structures, easement limitations or other restrictions prohibit storage adjacent to the Work.

- B. Granular fill and granular bedding material shall be stored so that it is protected from freezing and significant changes in moisture content.

PART 2 - PRODUCTS

2.01 MATERIALS ENCOUNTERED

- A. Suitable Materials – As defined by, Section 02200 – Earthwork, paragraph MATERIALS ENCOUNTERED.
- B. Unsuitable Materials – As defined by, Section 02200 – Earthwork, paragraph MATERIALS ENCOUNTERED.
- C. Topsoil – As defined by, Section 02200 – Earthwork, paragraph MATERIALS ENCOUNTERED.

2.02 WASTE MATERIALS

- A. As defined by, Section 02200 – Earthwork, paragraph WASTE MATERIALS.

2.03 BORROW MATERIALS

- A. As defined by, Section 02200 – Earthwork, paragraph BORROW MATERIALS.

2.04 GRANULAR BEDDING

- A. Granular bedding for pipe bedding or embedment shall be clean crushed rock with not less than 95 percent passing a ½-inch sieve and not more than 5 percent passing a #No. 4 sieve. The gravel mixture shall contain no clay lumps or organic matter. The fraction passing the No. 4 sieve shall have a liquid limit not greater than 25 and a plasticity index not greater than 5 when tested in accordance with ASTM D4318.
- B. Granular bedding material shall contain no cinders, clay lumps or other material which may cause pipe corrosion.

2.05 JOB EXCAVATED MATERIAL

- A. Material excavated from the trench.
- B. Meets the requirements of suitable material, except that it may include shale particles gravel or stone with any dimension up to 2 inches.

2.06 GRANULAR FILL MATERIAL

- A. Granular Fill Material shall be as defined by, Section 02200 – Earthwork, paragraph GRANULAR FILL MATERIAL.

2.07 CONTROLLED LOW STRENGTH MATERIAL (CLSM)

- A. Materials:
 1. Portland cement Type I or Type II conforming to ASTM C150.
 2. Fly ash conforming to ASTM C618 for Class C.
 3. Fine aggregate conforming to ASTM C33.
 4. Water, clean and potable conforming to ASTM C1602.
 5. Shrinkage compensation shall be proportioned in accordance with the manufacturer's recommendations and as tested by ASTM C940.
 6. Admixtures for air entrainment or for other purposes shall conform to ASTM C494 or other appropriate standards referenced by the manufacturer. Admixtures shall only be used when specified in the Contract Documents.
- B. Mixture Design:

1. Mix design for CSLM shall meet the requirements of Kansas City Public Works Department Specification Section 2600, except that the maximum compressive strength shall be from 50 to 125 psi and shall be removable without using a breaker and without damaging the utility.
 2. The unit weight of the CLSM shall be a maximum of 120 pounds per cubic foot.
- C. Quality Control:
1. CLSM material shall be provided from a City-approved concrete plant. Contractor shall submit name and location of plant to be used.
 2. One set of cylinders for compressive strength testing shall be obtained once per day or for every 100 cubic yards of flowable backfill placed.
 3. Cost for Quality Control shall be included in the Bid Price. No separate measurement or payment shall be made.

2.08 TOPSOIL

- A. Topsoil shall be as defined by Section 02200 – Earthwork.

PART 3 - EXECUTION

3.01 DEMOLITION

- A. Demolition shall be conducted only as necessary to complete the work and so as not to damage adjacent structures
- B. Contractor shall observe and record any defects in adjacent structures prior to demolition work.
- C. The disposal of demolition debris, including hauling, and handling, shall be incidental to the work. No separate measurement or payment shall be made.

3.02 PAVEMENT REMOVAL AND RESTORATION

- A. See additional requirements in Section 01000 – General Requirements, paragraph CUTTING AND PATCHING.
- B. Public Right of Way:
1. Kansas City, Missouri Public Works Department Standard Detail SR-1, Street Cut Restoration is hereby incorporated by reference.
 2. See Section 01015 – Specific Project Requirements for additional detail.
- C. Other Pavement Cut and Restoration:
1. Removal and replacement on private property shall be done in accordance with paragraph STREET CUT RESTORATION.
 2. Pavement removal shall be no larger than necessary to provide adequate working space for the proper installation of pipe and appurtenances.
 3. Pavement removal for connections to existing lines or structures shall not exceed the extent necessary for their installation.
 4. Where the trench parallels the length of concrete walks and the trench location is all or partially under the walk, the entire walk shall be removed and replaced. Where the trench crosses drives, walks, curbs or other hard surfaces, the hard surfaces shall be removed and subsequently replaced between existing joints or between saw cuts as specified for pavement.
- D. Driveways:
1. Demolition and restoration of driveways will be as indicated in Section 01015 – Specific Project Requirements or as shown on the Drawings.

- 3.03 GENERAL REQUIREMENTS FOR OPEN EXCAVATIONS
- A. See Section 02200 – Earthwork for additional requirements on open excavations.
- 3.04 DEWATERING
- A. Dewatering of trench excavations shall conform to the requirements of Section 02200 – Earthwork, paragraph DEWATERING.
- 3.05 SHEETING AND SHORING
- A. Sheeting and shoring for trench excavations shall conform to the requirements of Section 02200 – Earthwork and as specified herein.
- B. Excavations shall provide adequate working space and clearances for the Work to be performed.
- C. In no case shall excavation faces be undercut for extended footings. Trench sheeting shall be removed only if the pipe strength is sufficient to carry trench loads based on the trench width to the back of sheeting. Trench sheeting shall not be pulled until backfilling is completed.
- D. With the written approval from the City, sheeting may be left permanently in the trench. Where trench sheeting is left in place, such sheeting shall not be braced against the pipe, but shall be supported in a manner which will preclude concentrated loads or horizontal thrusts on the pipe. Cross braces installed above the pipe to support sheeting may be removed after pipe embedment has been completed.
- 3.06 TRENCH EXCAVATION
- A. Classification of Excavated Materials – No classification of excavated materials will be made. Excavation and trenching work shall include the removal and subsequent handling of all materials excavated or otherwise removed in performance of the work, regardless of the type, character, composition or condition.
- B. No more trench shall be opened than is necessary to expedite the work. Except where tunneling is indicated on the Drawings, specified or permitted by the City, all trench excavation shall be open cut.
- C. Limiting Trench Widths:
1. Trenches shall be excavated to a width which will provide adequate working space and sidewall clearances for proper pipe installation, jointing and embedment. Minimum trench widths shall be as follows:

Table 1. Ductile Iron Pipe (DIP) and Polyvinyl Chloride (PVC) Pipe and High-Density Polyethylene Pipe (HDPE)

Pipe Size (inches)	Min. Trench Width in Earth (inches)	Max. Trench Width in Earth (inches)	Min. Trench Width in Rock (inches)
4	18	24	18
6	24	30	24
8	26	32	26
12	28	34	28
16	34	40	34
20	38	44	38
24	42	48	42
≥ 27	O.D. plus 24	O.D. plus 30	O.D. plus 24

O.D. = Outside Diameter

Table 2. Prestressed Concrete Cylinder Pipe (PCCP) and Reinforced Concrete Pipe (RCP)

Pipe Size (inches)	Min. Trench Width in Earth (inches)	Max. Trench Width in Earth (inches)	Min. Trench Width in Rock (inches)
16	36	44	36
20	40	50	40
24	44	56	48
≥ 27	2 * O.D.	(2 * O.D.) + 12	(2 * O.D.) - 12

O.D. = Outside Diameter

D. Mechanical Excavation:

1. The use of mechanical equipment will not be permitted in locations where its operation would cause damage to trees, buildings, culverts, adjoining property, utilities or other structures above or below ground. In all such locations, hand excavating methods shall be used.
2. Mechanical equipment used for trench excavation shall be of a type, design and construction and operated so that the rough trench excavation bottom elevation can be controlled and that trench alignment is such that pipe, when accurately laid to the specified alignment will be centered in the trench with adequate sidewall clearance. Undercutting the trench sidewall to obtain sidewall clearance is not permitted.

E. Excavation Below Pipe Subgrade – The trench bottom shall be over excavated below the proposed pipe, as indicated in Figure 1 and Figure 2 of this Section, to provide for the installation of granular embedment.

F. Foundations in Trenches:

1. Whenever unsuitable or unstable soil conditions are encountered, trench subgrades shall be over-excavated until the trench subgrade is suitable as determined by the City/Design Professional.
2. Adjustments may be made in the Contract Price in accordance with the provisions of the General Conditions.

G. Bell Holes:

1. Bell holes shall provide adequate clearance for tools and methods used in installing pipe.
2. No part of any bell or coupling shall be in contact with the trench bottom, trench walls or granular embedment when the pipe is jointed. Place embedment around the joint connection after joining the pipe.

3.07 TRENCH SUBGRADE

- A. Subgrades for trench bottoms shall be firm, dense and thoroughly compacted and consolidated.
- B. Protect and maintain the trench subgrade when natural suitable materials are encountered.
- C. Remove rock fragments and materials disturbed during excavation and stripped from trench walls.
- D. Subgrades shall be free from mud and muck and shall be sufficiently stable to remain firm and intact.

3.08 FOUNDATION

- A. Description – A foundation is necessary when the native soils are unsuitable. For such a condition, the trench shall be over-excavated and a layer of supportive material shall be placed and compacted to provide a firm foundation for the subsequent pipe embedment material.
- B. The Foundation layer is shown on Figure 1 and Figure 2.
- C. Subgrades for trench bottoms which are otherwise solid, but which become mucky on top due to construction operations, shall be reinforced with trench stabilization material.
- D. Material – If the trench foundation is an unsuitable foundation for the pipe, the Contractor shall submit a plan, to the City/Design Professional for review and approval, to include the proposed material to be used for the foundation.
- E. Layer Thickness – Unsuitable material shall be over-excavated until the trench subgrade is suitable as determined by the City/Design Professional.
- F. Bedding:
 1. Description – A layer of supportive compacted material to provide even support of the pipe at the grade indicated on the Drawings.
 2. The Bedding layer is shown on Figure 1 and Figure 2.
 3. Material – Granular Bedding.
 4. Layer Thickness:
 - (a) A minimum of 3 inches below the pipe or pipe bell when the pipe is placed on a foundation or suitable material.
 - (b) A minimum of 6 inches below the pipe or pipe bell when the pipe is placed on rock.

3.09 HAUNCHING

- A. Description – Extends from the bottom of the pipe to the spring line of the pipe. Haunching provides the most resistance to pipe deflection.

- B. The Haunching layer is shown on Figure 1 and Figure 2.
- C. Material – Granular Bedding.
- D. Layer Thickness – One half the outside diameter of the pipe or pipe bell.

3.10 INITIAL BACKFILL

- A. Description – Extends from the spring line of the pipe to a point above the top of the pipe.
- B. Bedding Material:
 - (a) Class A Bedding – Granular Bedding.

3.11 FINAL BACKFILL

- A. Description – The zone from the top of the Initial Backfill to the bottom of final surfacing.
- B. The Haunching layer is shown on Figure 1 and Figure 2.
- C. Material:
 - 1. Paved Areas within the Downtown Loop – For areas where the final surfacing is a paved area, the final backfill shall be Controlled Low Strength Material (CLSM).
 - 2. Paved Areas – For areas where the final surfacing is a paved area, the final backfill shall be Granular Fill Material. CLSM shall be substituted for Granular Fill Material as directed by the City or as indicated in the Contract Documents.
 - 3. Unpaved Areas:
 - (a) For areas where the final surfacing is an unpaved area, the final backfill material shall be a suitable material.
 - (b) Where the pipe cover is 8 feet or more, job excavated material may be used as backfill if the following requirements are met:
 - (i) The final surfacing is unpaved.
 - (ii) The minimum clearance from the top of the initial backfill is 36 inches or 42 inches from the top of the pipe.
 - (iii) The job excavated material shall not be placed within 18 inches of the finished grade.
- D. Layer Thickness – Varies with pipe depth.

3.12 EMBEDMENT

- A. Class A Embedment shall be used for all pipes.

3.13 BACKFILL PLACEMENT

- A. Granular Bedding and Granular Fill Material shall be placed in lifts not exceeding 12 inches in loose thickness.
- B. Suitable Material shall be placed in lifts not exceeding 12 inches in loose thickness.
- C. Bedding – Bedding Granular bedding material shall be spread and the surface graded to provide a uniform and continuous support beneath the pipe at all points between bell holes or pipe joints. It is permissible to slightly disturb the finished subgrade surface by the withdrawal of the pipe sling or other lifting tackle.
- D. Haunches:
 - 1. After each pipe has been graded, aligned and placed in final position on the bedding material and shoved home, sufficient pipe embedment material shall be deposited and compacted by shovel slicing or chalking under the pipe haunches on each side of the pipe and back of the bell or end thereof to hold the pipe in

- proper position and alignment during subsequent pipe jointing and embedment operations.
2. Care shall be taken to protect protective pipe coatings or wraps. If coating or wrapping is damaged, then the Contractor shall repair or replace the coating to the satisfaction of the City at no additional cost to the City.
 3. Haunching and initial backfill material shall be deposited uniformly and simultaneously on each side of the pipe to prevent lateral displacement.
- E. Weather Limitations – Backfilling of trenches during freezing weather shall not be done except by permission of the City. No backfill materials shall be installed on frozen surfaces, nor shall froze materials, snow or ice be placed in the trench.
- F. Pipe Encasements – A layer of backfill material not more than 8 inches deep may be placed over concrete arch encasement or concrete reaction blocking after the concrete has reached its initial set, to aid curing. No additional backfill shall be placed over arch encasement or blocking until the concrete has been in place for at least 3 days.

3.14 COMPACTION

- A. Granular Bedding – Vibratory compactors and shovel slicing under the haunches of the pipe.
- B. Granular Fill Material – The material in each layer shall be wetted or dried as required and thoroughly mixed to ensure uniform moisture content. Each layer shall be thoroughly compacted, utilizing a vibratory compactor, to achieve the minimum allowable density of 95% of the maximum dry density (at moisture content range from 3% below optimum to 2% above optimum as determined by ASTM D698). If the granular fill material fails to meet the minimum 95% density specified, the material shall be removed and compacted to achieve 95% or greater.
- C. CLSM – Not applicable.
- D. Suitable Material:
1. Cohesive Materials – As required to obtain 95% maximum dry density in accordance with ASTM D698 with a moisture content range from 3% below optimum to 2% above optimum.
 2. Cohesion-less Materials – As required to obtain not less than 85% relative density as determined by ASTM D4253 and ASTM D4254.
- E. Job Excavated Material – Where job excavated material is used for trench backfill, the Contractor shall use compaction methods to ensure that settlement does not occur within the limits of trench excavation. The Contractor shall repair settlement as directed by the City at any time during the Work or at any time during the warranty period. Repairs shall be made at no additional cost to the City.

3.15 FINAL SURFACING

- A. Final surfacing shall be indicated on the Drawings.
- B. For unpaved areas, see Section 02200 – Earthwork, paragraph FINAL GRADING AND PLACEMENT OF TOPSOIL.

3.16 SPECIAL REQUIREMENTS

- A. For trench excavation within paved areas that required full depth and width pavement replacement, refer to additional instruction in Section 01015 – Specific Project Requirements.
- B. Suitable materials shall be approved by the City/Design Professional prior to backfill.

- C. Granular Fill Material may be used for final backfill in unpaved areas to within 18 inches of the final graded surface at the option of the Contractor.

3.17 DRAINAGE MAINTENANCE

- A. To the greatest extent practical, open trench excavations shall be protected from surface water. The Contractor shall conduct the Work in a manner that diverts surface water away from the open excavation.
- B. Trenches across roadways, driveways, walks or other trafficways adjacent to drainage ditches or watercourses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the trafficway to prevent impounding water after the pipe has been laid.
- C. Bridges and other temporary structures required to maintain traffic across such unfilled trenches shall be constructed and maintained by the Contractor.
- D. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches.
- E. All material deposited in roadway ditches or other water courses crossed by the line of trench shall be removed immediately after backfilling is completed; and the original cross section, grade and contour of the ditches or watercourses shall be restored.
- F. Surface drainage shall not be obstructed longer than necessary.
- G. If the trench subgrade becomes unsuitable or unstable after the trench is excavated and as a result of the Contractor's inability to meet the requirements for DRAINAGE MAINTENANCE, then the Contractor shall over-excavate the unsuitable material and construct a foundation to the satisfaction of the City/Design Professional and at no additional cost to the City.

3.18 FIELD QUALITY CONTROL

- A. Compaction Tests:
 - 1. All tests shall conform to ASTM D6938. All tests required shall be made by an approved independent testing laboratory.
 - 2. Two initial gradation tests shall be made for each type of embedment, fill and backfill material.
 - 3. Storm and Sanitary Sewer Installations:
 - (a) Unless otherwise specified in Section 1015 – Specific Project Requirements, the minimum frequency of in-place compaction testing including density and moisture content will be as follows:
 - (i) Compaction testing is required for all trench zones where suitable material or granular fill material is placed.
 - (ii) Compaction testing is not required for granular bedding material or zones of random fill.
 - (iii) As required when the City/Design Professional suspects the quality of moisture control or effectiveness of compaction.
 - 4. Water Mains and Service Lines:
 - (a) Unless otherwise specified in Section 01015 – Specific Project Requirements, the Contractor shall conduct in-place compaction tests at various locations throughout the project area as designated by the City/Design Professional.
 - 5. Backfill that fails to meet required densities shall be removed and compacted as necessary to achieve specified results at no additional cost to the City.
- B. Controlled Low-Strength Material (CLSM) Tests:

1. Determine unconfined compressive strength using cylinders of CLSM sampled, handled, cured and tested in accordance with ASTM D4832. All tests required shall be made by an acceptable independent testing laboratory at the expense of the Contractor.
 2. Compressive strength testing will be one set of cylinders obtained when requested by City.
- C. Field Quality Control shall be considered incidental to the Work associated with trenching, backfill and compaction. The Contractor shall include all costs in the Bid Price and no separate measurement or payment shall be made.

3.19 DISPOSAL OF EXCESS EXCAVATED MATERIALS

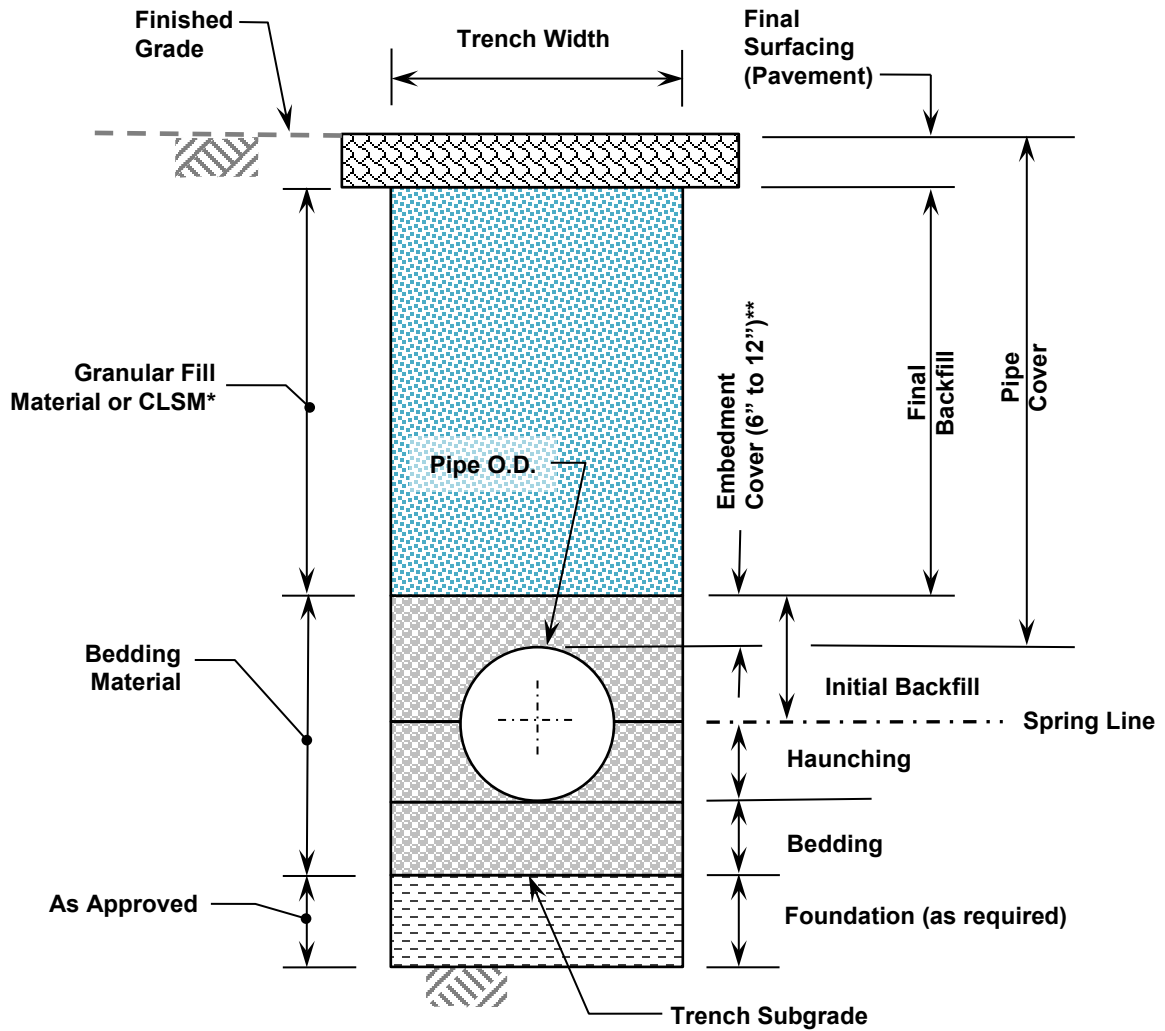
- A. Except as otherwise permitted in Section 01015 – Specific Project Requirements, all excess excavated materials shall be hauled off and disposed of off-Site by the Contractor.
- B. The disposal of waste and excess excavated materials, including hauling, handling, grading and surfacing shall be incidental to the work associated with trenching, backfill and compaction. No separate measurement or payment shall be made.

3.20 SEEDING AND SODDING

- A. All areas disturbed by the Contractor's operations shall be seeded or sodded according the requirements of Section 02575 – Surface Restoration..

3.21 SETTLEMENT

- A. The Contractor is solely responsible for all settlement of backfills, fills and embankments which may occur within the correction period as stipulated in the General Conditions and Supplementary Conditions. The Contractor shall make or cause to be made, all repairs, replacements and restoration associated with settlement within 30 days after receipt of notice from the City.



BACKFILL MATERIAL

TRENCH ZONE

- * CLSM is required as Final Backfill within the Downtown Loop. All other areas shall be Granular Fill Material unless otherwise noted.
- ** Embedment cover shall be 12 inches within the Downtown Loop

Figure 1. Trench Detail, Class A Bedding, Paved Areas

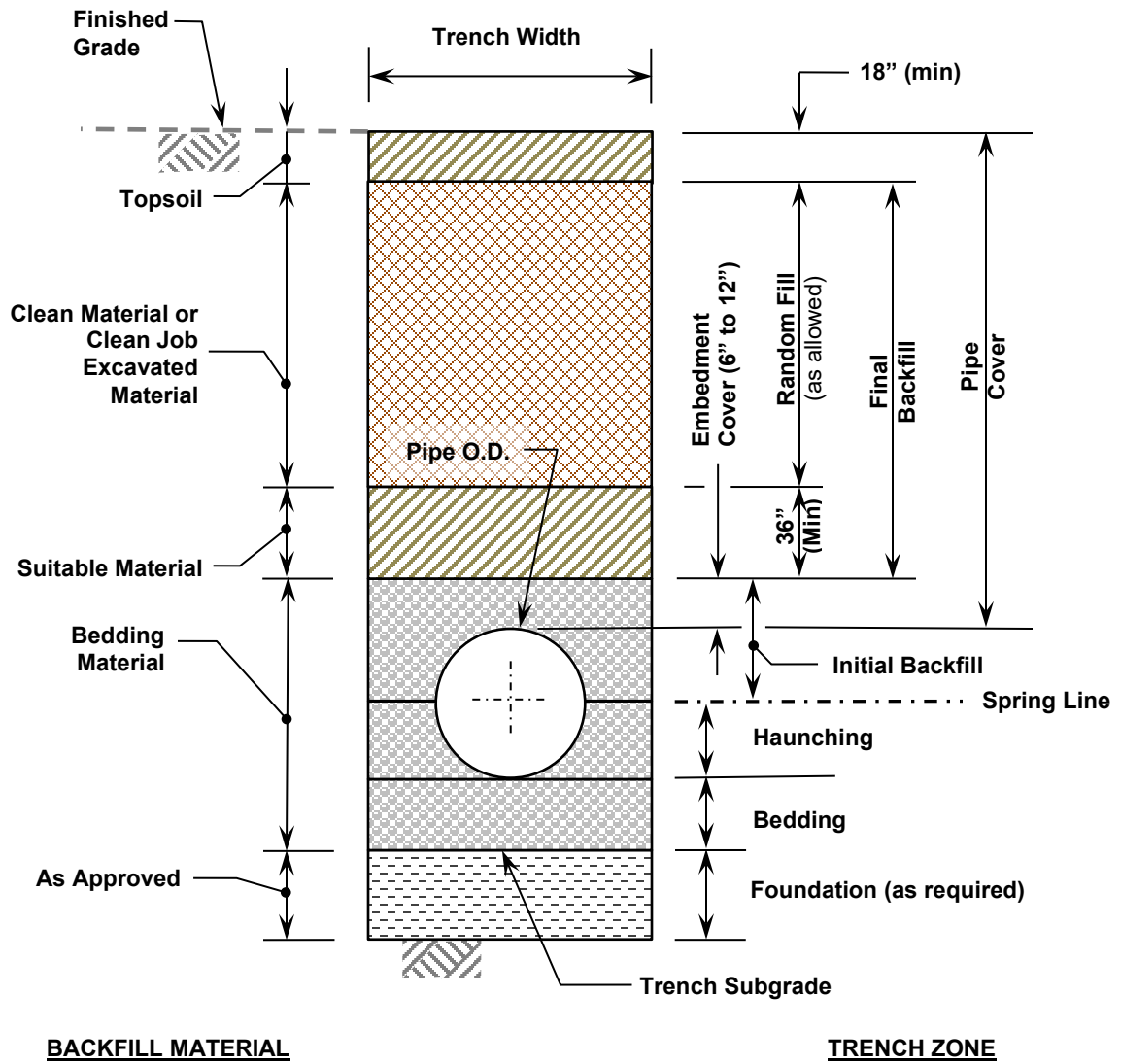


Figure 2. Trench Detail, Class A Bedding, Unpaved Areas

END OF SECTION

SECTION 02645 – HYDRANTS AND FLUSHING ASSEMBLIES

PART 1 - GENERAL

1.01 SUMMARY

- A. This section provides requirements for the furnishing and installation of hydrants and flushing assemblies.

1.02 SPECIFICATION MODIFICATIONS

- A. It is understood that throughout this section these Specifications may be modified by appropriate items in Section 01015 – Specific Project Requirements or as otherwise indicated on the Contract Drawings.

1.03 RELATED SECTIONS

- A. Section 01000 – General Project Requirements.
- B. Section 01015 – Specific Project Requirements.
- C. Section 02250 – Trenching, Pipe Embedment and Backfill.
- D. Section 02669 – Thrust Restraints.

1.04 CODES AND STANDARDS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Water Works Associations (AWWA):
 - AWWA C111/A21.11-17 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - AWWA C502 Dry-Barrel Fire Hydrants.

1.05 DEFINITIONS

- A. Bury line: The location on the lower barrel of the hydrant that intersects with the finished grade.
- B. Cover: The distance from the ground line to the top of the connecting pipe.
- C. Hydrant Trench Depth: The distance from the bottom of the hydrant base to the finished grade (bury line).

1.06 MATERIALS PROVIDED BY THE CITY

- A. The City will provide Contractor with hydrant assemblies.

1.07 QUALITY ASSURANCE

- A. The Contractor is responsible for the quality assurance and quality control of the Work.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Follow the provisions for delivery, storage, protection, and handling Products to the site and on site as provided in Section 01000 – General Project Requirements.
- B. After the units on site, inspect for damage and inventory.
- C. Packaging:

1. All hydrants shall be bundled in a group no larger than three (3) hydrants wide by three (3) hydrants high. All hydrants shall be shipped with the hydrant base inlet pointing down. All hydrants shall be separated wood framing adequate to prevent the hydrants from touching the ground or each other. Binding the hydrants together shall be a band or wrap adequate to per handling of the hydrant bundles with a crane truck or a forklift. All hydrants shall be delivered with the hydrant nozzle cap installed.
- D. Delivery:
1. All hydrants shall be available for pickup from the City's Yard Store, 2409 E. 18th Street, Kansas City, Missouri, 64127.
- E. Hydrants shall be the current Kansas City, Missouri pattern hydrants manufactured specifically for the City of Kansas City, Missouri.
1. Bonnet sections:
 - (a) Field painted bonnet sections:
 - (i) Reference paragraph HYDRANT INSTALLATION.
 - (ii) Hydrants connected to mains less than 6-inches.:
 - a. Contractor applied.
 - b. Red (Krylon 5814 or approved equal).
 - c. Gloss finish.
 - (iii) Hydrants connected to mains equal to 6-inches and less than 12-inches:
 - a. Manufacturer applied black, gloss finish.
 - (iv) Hydrants connected to mains 12-inches or larger mains:
 - a. Contractor applied.
 - b. Green (Krylon 5816 or approved equal).
 - c. Gloss finish.
 2. This color-coding is intended to provide firefighters and other emergency workers a permanent, quick visual reference to indicate the size of water main connected to each hydrant.

PART 2 - EXECUTION

2.01 EXCAVATION

- A. Excavation shall be in conformance with Section 02250 – Trenching, Pipe Embedment and Backfill.

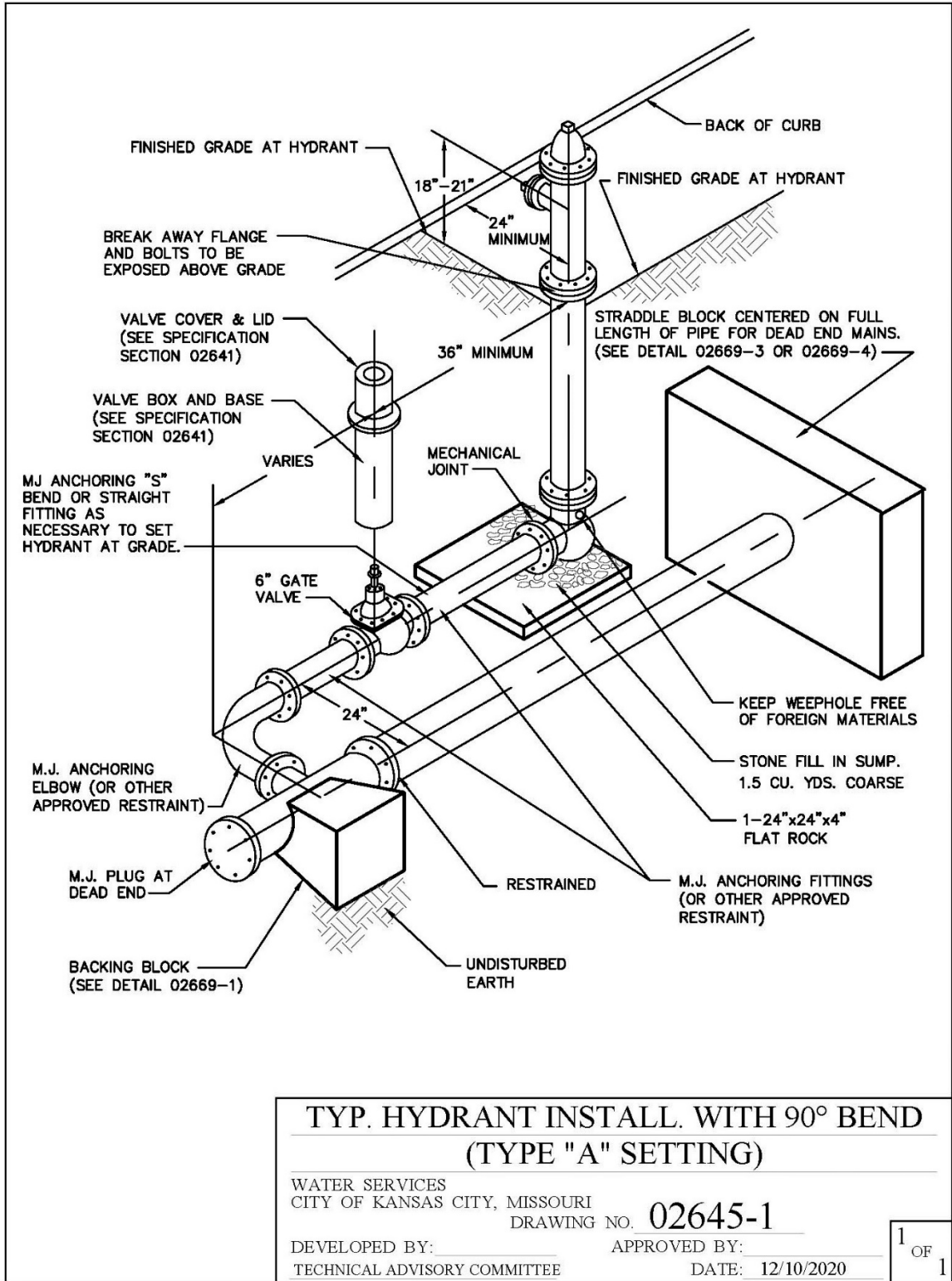
2.02 HYDRANT INSTALLATION

- A. Layout:
 1. Hydrants shall be installed so that there is a minimum clear area of 5 feet in all directions to allow for operation of hydrant. Notify City's representative if the minimum clear distance cannot be met.
 2. The Contractor shall furnish all labor and material in laying out the work.
 3. If it is necessary to change the location of a hydrant from the current location, then the City shall approve the staked location of each hydrant before its installation.
- B. The weep holes of the hydrant shall be kept clear and free to drain.
- C. Place 1-½ cubic yards of stone fill as indicated on the standard details.

- D. Hydrant Trench Depth: Five (5) feet unless otherwise indicated.
 - E. Hydrants shall stand plumb.
 - F. When placed along roadways the centerline of the hydrant shall be as follows:
 - 1. A minimum of twenty-four (24) inches from the back of the curb.
 - 2. A minimum of 4 feet from the edge of pavement where no curb exists.
 - G. Setting of Hydrants:
 - 1. Hydrants shall be set so that the breakaway (traffic) flange is installed at the manufacturer's recommend height above finished grade (which is the top of the pavement in paved areas).
 - 2. Unless otherwise indicated on the Drawings the Contractor shall set the height of the traffic flange as follows:
 - (a) Using an offset fitting or other combination of fittings between the valve and hydrant base.
 - H. Hydrants shall not be set in a drainage ditches.
 - I. Hydrant shall be rotated so as to have the nozzle facing the street. If site conditions dictate, at the direction of the City, the hydrant shall be rotated to face another direction.
 - J. Hydrants are to be installed with mechanical joint anchoring fittings or approved restraint devices. Refer to Section 02669 – Thrust Restraints.
 - K. Hydrants are to be installed in accordance with the following standard Construction Detail Drawings:
 - 1. 02645-1 – Typical Hydrant Installation with 90 Degree Bend (Type “A” Setting).
 - 2. 02645-2 – Straight Set Hydrant Installation (Type “B” Setting).
 - 3. 02645-3 – Typical Hydrant Set in Back-slope.
 - L. After installation and before hydrants are placed in service, Contractor shall field apply two separate coats of all surface spray enamel paint, in accordance with paint manufacturers recommendations, to completely cover each hydrant bonnet in accordance with paragraph HYDRANT COLOR CODING.
- 2.03 FLUSHING ASSEMBLIES
- A. Flushing assemblies shall be installed in accordance with the following standard Construction Detail Drawings:
 - 1. 02645-4 – Typical Flushing Assembly, 12-inch Mains and Smaller.
- 2.04 POLYETHYLENE ENCASMENT
- A. Polyethylene encasement shall be installed on all ductile iron pipe, fittings, valves and other appurtenances including the hydrant sets.
 - B. Install polyethylene encasement to the bury line of fire hydrants.
 - C. Cut holes in the polyethylene encasement at the base of fire hydrants to allow drainage from the weep holes into the underlying stone fill.
- 2.05 BACKFILL AND COMPACTION
- A. The areas around each hydrant valve shall be thoroughly compacted to prevent settlement of these areas.
 - B. Backfill and compaction shall be in accordance with Section 02250 – Trenching, Pipe Embedment and Backfill.

DETAILS ON THE NEXT SIX PAGES

DETAIL 02645-1



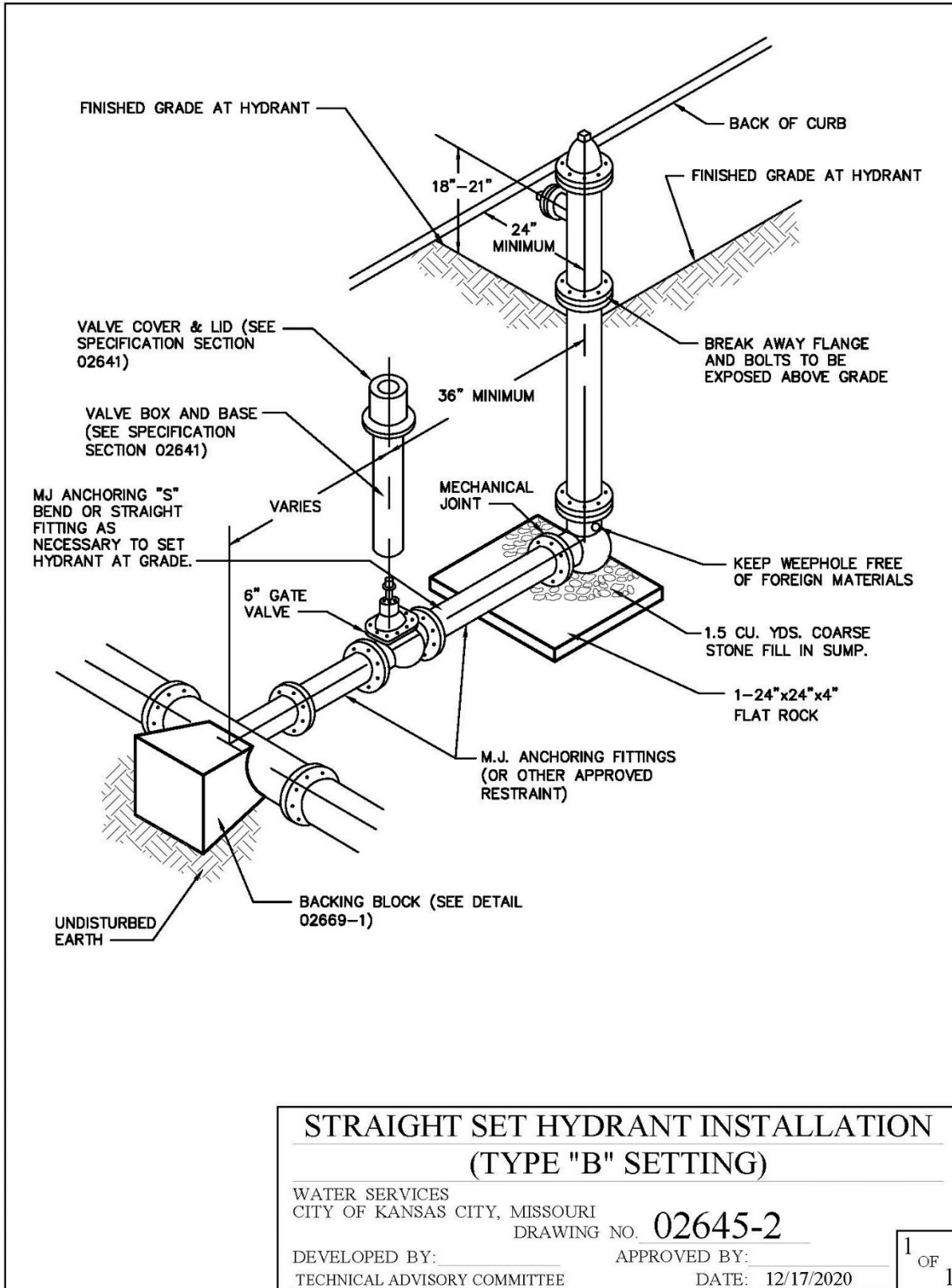
**TYP. HYDRANT INSTALL. WITH 90° BEND
(TYPE "A" SETTING)**

WATER SERVICES
 CITY OF KANSAS CITY, MISSOURI
 DRAWING NO. **02645-1**

DEVELOPED BY: _____ APPROVED BY: _____
 TECHNICAL ADVISORY COMMITTEE DATE: 12/10/2020

1 OF 1

DETAIL 02645-2



**STRAIGHT SET HYDRANT INSTALLATION
(TYPE "B" SETTING)**

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI

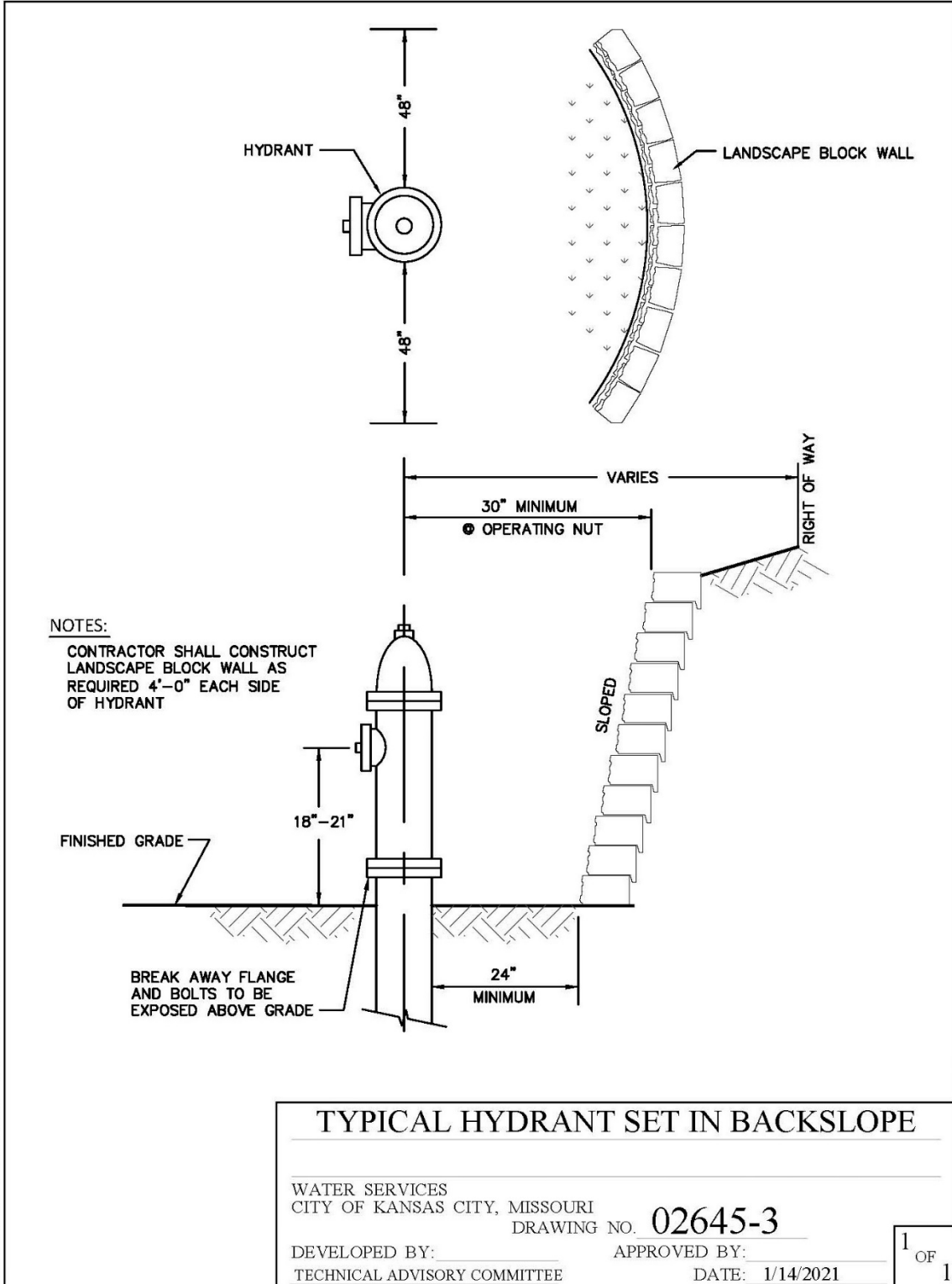
DRAWING NO. **02645-2**

DEVELOPED BY: _____
TECHNICAL ADVISORY COMMITTEE

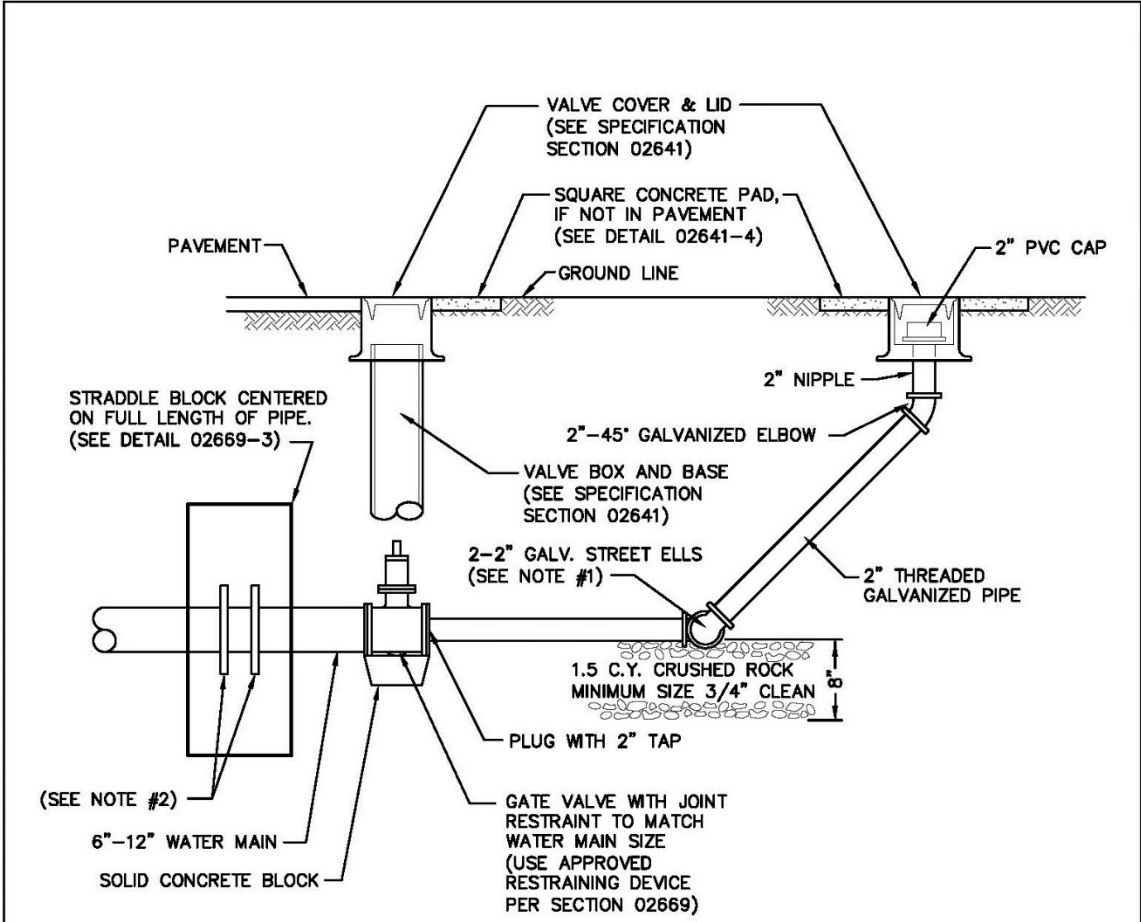
APPROVED BY: _____
DATE: 12/17/2020

1 OF 1

DETAIL 02645-3



DETAIL 02645-4



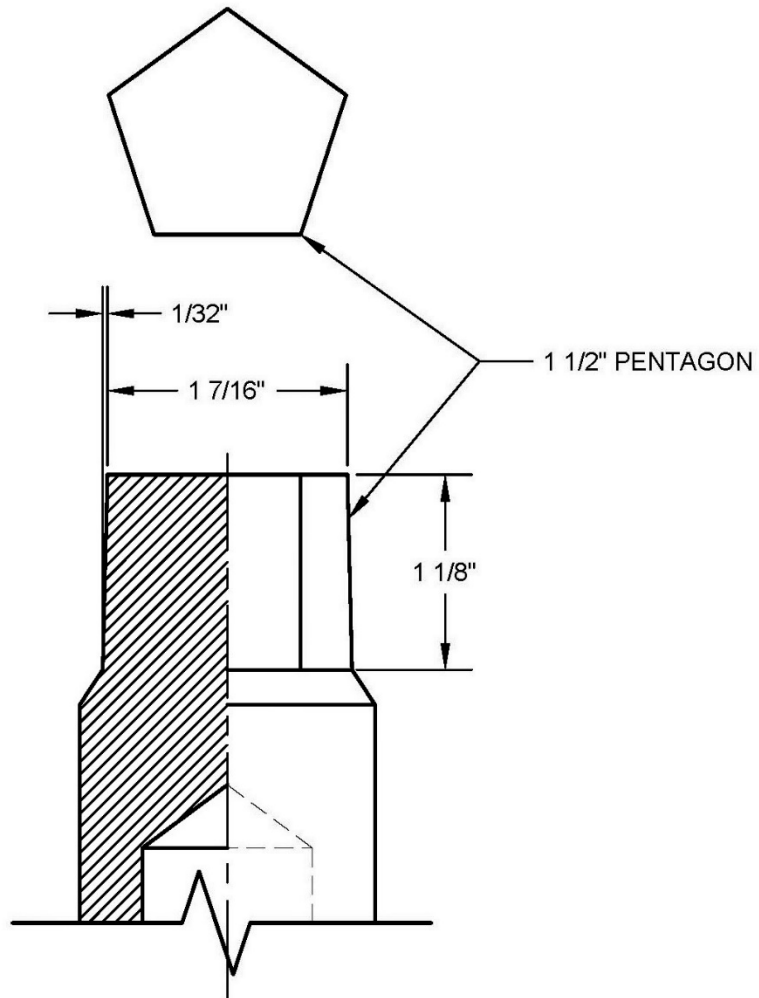
NOTES:

1. DRAINAGE SHOULD BE PROVIDED BY 1/2" HOLE IN STREET ELL.
2. USE APPROVED RESTRAINING DEVICES (OPPOSITE FACING) PER SECTION 02669.

TYPICAL FLUSHING ASSEMBLY	
12" MAINS AND SMALLER	
WATER SERVICES CITY OF KANSAS CITY, MISSOURI	
DRAWING NO. 02645-4	
DEVELOPED BY: _____	APPROVED BY: _____
TECHNICAL ADVISORY COMMITTEE	DATE: 1/28/2021

1
OF
1

DETAIL 02645-5



OPERATING NUT (STEM NUT)

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI

DRAWING NO. **02645-5**

DEVELOPED BY: _____
TECHNICAL ADVISORY COMMITTEE

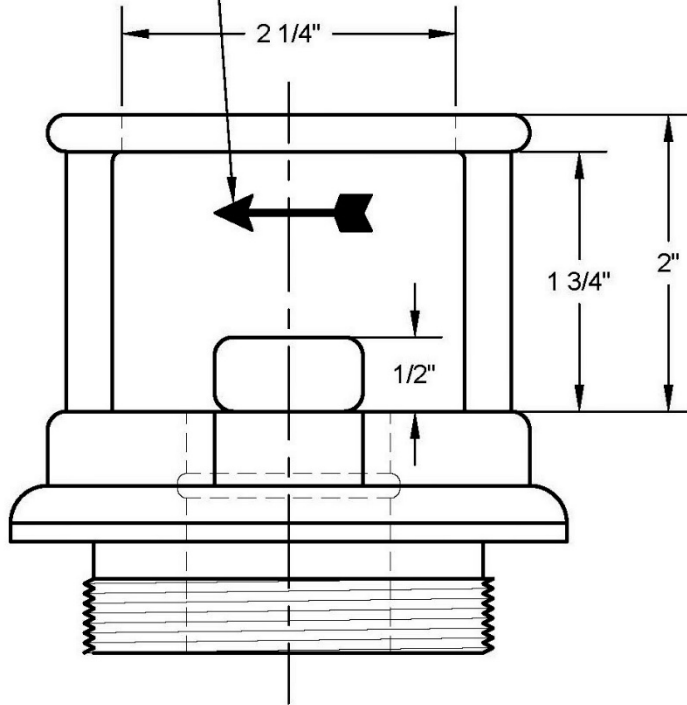
APPROVED BY: _____
DATE: 12/16/2020

1
OF
1

Detail 02645-6

RAISED DIRECTION ARROW
(OPEN-CLOCKWISE)

NOTE:
MANUFACTURERS NAME SHALL BE
CAST IN RAISED LETTERS, 1/4" HIGH,
ON FACE OPPOSITE ARROW



TOLERANCE:
CAST CORNERS
ROUND +/- 1/16"
FILLETS +/- 1/16"

BREAK CORNERS
APPROX. .005" R (TYP.)

MATERIAL:
DUCTILE IRON A.S.T.M.
536 GRADE 60-40-18
OR A.S.T.M. A-445

SECURITY STYLE HOLD DOWN NUT

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI

DRAWING NO. 02645-6

DEVELOPED BY: _____
TECHNICAL ADVISORY COMMITTEE

APPROVED BY: _____
DATE: 12/16/2020

1
OF
1

END OF SECTION

SECTION 02669 – THRUST RESTRAINTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section provides for the required restraining devices to prevent the movement of pipe and fittings.
- B. This section includes Restrained Joints and Concrete Blocking (backing blocks and straddle blocks).
- C. The specifications for concrete and appurtenances provided in this section only pertain to thrust restraint of water mains.

1.02 SPECIFICATION MODIFICATIONS

- A. It is understood that throughout this section these Specifications may be modified by appropriate items in Section 01015 – Specific Project Requirements, or as otherwise indicated on the Contract Drawings.

1.03 RELATED SECTIONS

- A. Section 01000 – General Project Requirements.
- B. Section 01015 – Specific Project Requirements.

1.04 CODES AND STANDARDS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Society for Testing and Materials (ASTM):
 - ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
 - ASTM A616 Standard Specification for Rail-Steel Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
- C. City of Kansas City, Missouri Department of Public Works Construction and Material Specifications (<http://kcmo.gov/publicworks/design-construction-standards/>):
 - KCMO PW 2208 Subsection Section 2208, Portland Cement Concrete Pavement.

1.05 INFORMATION PROVIDED BY THE CITY

- A. As provided in the Contract Documents.

1.06 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit shop drawings and descriptive details showing the size, length, and location of each fitting and adjacent pipe, and the details of all anchorage and harnessing proposed.
- B. Other:
 - 1. Concrete Mix Design. See paragraph 2.04, part A.

1.07 QUALITY ASSURANCE

- A. The manufacturer shall be a company specializing in manufacturing the Products specified in this section with minimum three (3) years documented experience.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Follow the provisions for the delivery, storage, protection and handling products to and on site as provided in Section 01000 – General Project Requirements.
- B. Concrete Mix Design: In accordance with KCMO PW 2208, a mix design, for all concrete mixes to be used, shall be submitted to the City in accordance with paragraph SUBMITTALS. As a minimum the following information must be in the Quality Management file for the plant or included with the mix design:
 1. Mix design designation required by project.
 2. Project name, location, project number and date.
 3. Name and location of ready mix plant or plants.
 4. List the source and type of all materials from each plant supplying mix.
 5. CA and FA Sieve Analysis and quality checks from each plant supplying mix. CA-Ledge, quarry or mine name and location. FA- Sand plant name, location and source (MO or Kaw River) (less than 6 months old).
 6. ASR test results (less than 2 years old).
 7. Durability Factor test results for CA (less than 2 years old).
 8. Cement chemical analysis.
 9. Specific gravity of all materials.
 10. The mix design shall be based on one cubic yard of concrete or one cubic meter if required.
 11. The mix design shall contain the weight and volume of each mix component (S.S.D.).
 12. The results of 28-day compressive strengths shall be submitted when requested by the City.

PART 2 - PRODUCTS

2.01 RESTRAINED PUSH-ON JOINTS FOR DUCTILE IRON PIPE

- A. Flex-Ring® as manufactured by American Ductile Iron Pipe.
- B. Fast-Grip® as manufactured by American Ductile Iron Pipe.
- C. Super-Lock® as manufactured by McWane.
- D. TR Flex® as manufactured by McWane.
- E. Field Lok® as manufactured by McWane.
- F. Snap-Lok® as manufactured by Griffin Pipe Products.

2.02 RESTRAINED MECHANICAL JOINTS FOR DUCTILE IRON PIPE

- A. MEGALUG® as manufactured by EBAA Iron, Inc. MEGALUG.
- B. Uni-Flange® as manufactured by The Ford Meter Box Company, Inc.
- C. Restrained joint fittings: One Bolt.
- D. Restrained mechanical joints shall not be used on plain end fittings.

2.03 CONCRETE BLOCKING

- A. Concrete:
 1. Concrete shall conform to KCMO PW 2208 except as follows:

- (a) Limestone may be used as coarse aggregate.
 - (b) Design strength of concrete shall be 4,500 psi or greater.
 - (c) Slump shall be 4 inches.
 - (d) Coarse Aggregate: 1-inch maximum.
 - (e) Air entrainment admixture is required.
 - (f) Water reducing admixture is required.
2. Ready mix concrete shall be supplied by a plant approved by the KCMO Public Works Department according to the Ready Mix Concrete Quality Management Plan. Submit ready mix concrete plant information in accordance with paragraph SUBMITTALS when requested by City.
 3. Submit concrete mix design in accordance with KCMO PW 2208.C and in accordance with the paragraph SUBMITTALS.
- B. Water for mixing and curing concrete shall be potable.
- C. Reinforcing Steel:
1. Reinforcing steel bars shall conform to the requirements of the following Standards and Grades:
 - (a) ASTM A615: Grade 40 or 60.
 - (b) ASTM A616: Grade 50 or 60.
- D. Forms:
1. Suitable and substantial forms shall be provided. All forms shall be constructed and maintained plumb and true to line, securely braced, tied, clamped and shored, and tight enough to prevent leakage of concrete.
 2. Where applicable, undisturbed earth may be used in lieu of forms.
 3. The deflection of the forms due to the weight of plastic concrete, placing equipment, and workmen shall be accurately figured and taken into account in the design of the forms so that finished concrete members will have surfaces, lines, planes, and elevations required within tolerances in accordance with ACI 117.
 4. Forms for walls and thrust restraints shall be designed structurally for the rate of placement of concrete.
 5. All forms shall be removed prior to backfill unless the following conditions are met:
 - (a) As directed by the City.
 - (b) When constructed of unbrace plywood have a thickness of ½-inch or less, removal shall be optional unless otherwise directed by the City.
 6. Forms shall be constructed so that they can be removed without damage to the concrete.
- E. Formwork Accessories:
1. Forms shall be securely braced and tied with approved form ties that do not leave any parts within ¾ inch of the surface of the concrete. Wire ties and wood spreaders will not be permitted.

PART 3 - EXECUTION

3.01 REACTION ANCHORAGE AND BLOCKING

- A. Piping and fittings with push-on or mechanical joints, or similar joints subject to internal pressure shall be blocked, anchored, or harnessed to preclude separation of joints.

- B. All push-on and mechanical joint bends deflecting 11-1/4 degrees or more shall be provided with suitable blocking, anchors, joint harness, or other acceptable means for preventing movement of the pipe caused by internal pressure.
- C. Concrete backing blocks shall extend from the fitting to solid undisturbed earth and shall be installed so that all joints and bolts are accessible for repair.
- D. Standard Dimensions and Details: The City's standard details for backing blocks are provided for three (3) ranges of soil resistance. The dimensions of backing blocks shall be as indicated on the following details:
 - 1. 2,000 PSF Soil Resistance: Unless otherwise indicated on the Drawings or in Section 01015 – Specific Project Requirements, backing blocks shall be constructed in accordance with the following details:
 - (a) Detail 02669-1 – Typical Backing Blocks for Tees and Plugs (2,000 PSF Soil Resistance).
 - (b) Detail 02669-2 – Typical Backing Blocks for Horizontal Bends (2,000 PSF Soil Resistance).
 - (c) Detail 02669-3 – Typical Straddle Block for 6 and 8-inch Pipe (2,000 PSF Soil Resistance).
 - (d) Detail 02669-4 – Typical Straddle Block for 12 and 16-inch Pipe (2,000 PSF Soil Resistance).
 - (e) Detail 02669-5 – Typical Straddle Block for 20, 24 and 30-inch Pipe (2,000 PSF Soil Resistance).
 - 2. 2,500 PSF Soil Resistance: When the Design Professional can justify through geotechnical investigation, laboratory testing and analysis that the soil conditions within the project area meet or exceed a 2,500 pounds per square foot soil resistance, the backing blocks may be constructed in accordance with the following details. These details may only be used if noted on the Drawings or in Section 01015 – Specific Project Requirements:
 - (a) Detail 02669-6 – Alternate Backing Blocks for Tees and Plugs (2,500 PSF Soil Resistance).
 - (b) Detail 02669-7 – Alternate Backing Blocks for Horizontal Bends (2,500 PSF Soil Resistance).
 - (c) Detail 02669-8 – Alternate Straddle Block for 6 and 8-inch Pipe (2,500 PSF Soil Resistance).
 - (d) Detail 02669-9 – Alternate Straddle Block for 12 and 16-inch Pipe (2,500 PSF Soil Resistance).
 - (e) Detail 02669-10 – Alternate Straddle Block for 20, 24 and 30-inch Pipe (2,500 PSF Soil Resistance).
 - 3. 3,000 PSF Soil Resistance: When the Design Professional can justify through geotechnical investigation, laboratory testing and analysis that the soil conditions within the project area meet or exceed a 3,000 pounds per square foot soil resistance, the backing blocks may be constructed in accordance with the following details. These details may only be used only if noted on the Drawings or in Section 01015 – Specific Project Requirements:
 - (a) Detail 02669-11 – Alternate Backing Blocks for Tees and Plugs (3,000 PSF Soil Resistance).
 - (b) Detail 02669-12 – Alternate Backing Blocks for Horizontal Bends (3,000 PSF Soil Resistance).
 - (c) Detail 02669-13 – Alternate Straddle Block for 6 and 8-inch Pipe (3,000 PSF Soil Resistance).

- (d) Detail 02669-14 – Alternate Straddle Block for 12 and 16-inch Pipe (3,000 PSF Soil Resistance).
- (e) Detail 02669-15 – Alternate Straddle Block for 20, 24 and 30-inch Pipe (3,000 PSF Soil Resistance).

3.02 CONCRETE AND REINFORCING STEEL

A. Placing of Reinforcing Steel:

1. Before being installed in the final position, all metal reinforcements shall be free of mud, clay, ice, grease, oil, loose rust and scale, and other coatings that would reduce or destroy the bond.
2. Metal reinforcements shall be accurately formed and positioned to the required dimensions.
3. Steel reinforcements shall be accurately positioned as required and shall be secured against displacement by using annealed wire ties or suitable clips at all intersections.
4. The steel reinforcements shall be supported by metal supports, spacers, or hangers.
5. The legs on the metal chair supports shall be plastic coated.

B. Forms:

1. Verify lines, levels and centers before proceeding with formwork.
2. A coat of non-staining oil, lacquer, or other approved material shall be applied to protect form surface and to facilitate stripping. Coating shall be applied in strict accordance with the directions of the manufacturer.
3. Forms shall be removed in such manner as to assure the complete safety of the structure. In no case shall supporting forms or shoring be removed until the concrete has acquired sufficient strength.

C. Placing of Concrete:

1. Only those methods and arrangements of equipment shall be used which will reduce to a minimum any segregation of coarse aggregate from the concrete.
2. Every consideration shall be given to the proper placement of all concrete and the proper care of all concrete after placement.
3. Concrete shall be deposited into the forms or on the grade as nearly as practicable in its final position and in such manner that the concrete will completely fill the forms.
4. Vibration shall not be used to move concrete in a horizontal direction after initial placement.
5. Concrete that has partially hardened or has been contaminated by foreign material shall not be deposited in the Work and shall be removed from the Site at no additional cost to the City.
6. When inclined chutes beyond the mixer are permitted by the City, a baffle shall be provided at the bottom end so that concrete will drop vertically without segregation.
7. No water shall be added to the concrete for any reason at the job site that will result in exceeding the specified water-cement ratio.
8. Care shall be taken to assure proper concrete coverage of reinforcing steel as designed.
9. Placement operations shall be performed in such a manner as to prevent loose earth falling into the excavation during placement of concrete.

10. Concrete that might contact forms or reinforcing steel during placement shall be placed by the use of trunks or pipes whenever the drop exceeds six (6) feet for unexposed work, or three (3) feet for exposed work.
 11. When trunks or pipe are used, they shall be located at horizontal spacing of not to exceed ten (10) feet.
 12. Concrete for thrust restraints shall be placed in horizontal layers not exceeding two (2) feet in depth.
 13. Placing of concrete in thrust restraints shall be done in such manner as to prevent "cold joints," both horizontally and vertically.
- D. Vibrating:
1. Mechanical internal vibrators shall be used whenever possible in all formed concrete work.
 2. Vibrators shall be inserted at uniform spacing of twelve (12) inches to twenty (20) inches to assure thorough consolidation of all concrete.
 3. Vibrators shall be inserted and withdrawn vertically to a depth, which will assure penetration into the previous lift with vibration periods of from five (5) to fifteen (15) seconds.
 4. Form vibration and/or hand spading will be required at points inaccessible for thorough internal vibration.
 5. During placement of concrete, stand-by vibrators shall be immediately available in the event of mechanical failure in the vibrators being used.

3.03 RESTRAINED JOINTS

- A. Use of restrained joints shall be as indicated on the Drawings.
- B. Length of restrained joints shall be as indicated on the Drawings.
- C. Differing subsurface or physical conditions: If the Contractor or City's Representative discovers during performance of the Work that support for a backing block against undisturbed soil cannot be obtained, then use of restrained joint pipe may be necessary. Refer to Section 00700 – General Conditions, Article 4:
 1. The Contractor shall notify the City that a restrained joint may be required.
 2. The Design Professional or the City shall provide the Contractor with the required length of restrained joints.
 3. Calculations for the required length of restrained pipe shall be subject to approval by the City.

3.04 BACKFILL

- A. To aid in the curing of concrete, a maximum of eight (8) inches of uncompacted backfill material may be placed over the concrete backing block.
- B. No compaction shall occur or additional backfill placed over the backing block until the concrete has been in place for at least one (1) day.

3.05 SUPPORT FOR FITTINGS

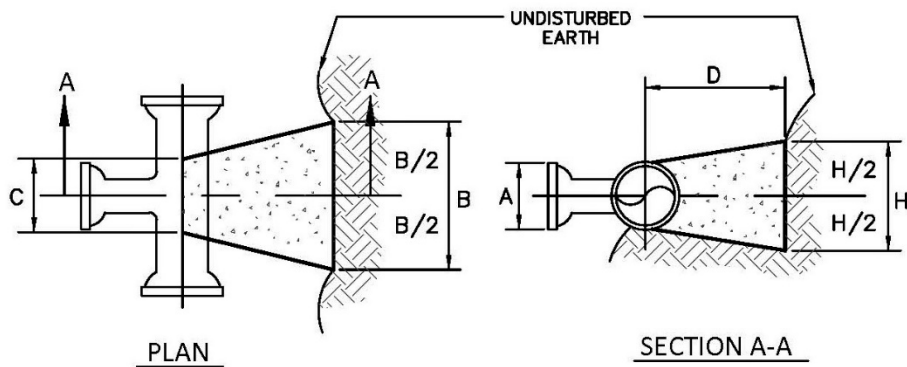
- A. Backing blocks, anchorages, or other supports for fittings installed in fills or other unstable ground, above grade, or exposed within structures, shall be provided as shown on the Drawings, required by the Construction Detail Drawings and as directed by the City.

3.06 EXTERIOR COATINGS

- A. All clamps, rods, bolts, and other metal accessories used in reaction anchorages, or joint harness subject to submergence or contact with earth or other fill material and not encased in concrete shall be protected from corrosion by two coats of approved coal tar epoxy applied in the field to clean, dry metal surfaces. The first coat shall be dry and hard before the second coat is applied.
- B. Metal surfaces exposed above grade or within vaults shall be painted with one prime coat and two finish coats of a paint acceptable to the City.

DETAILS 02669-1 THROUGH 02669-15
ARE ON THE FOLLOWING 15 PAGES

DETAIL 02669-1



NOTES:

1. BACKING BLOCKS FOR PIPING SIZES UP THROUGH 12-INCH ARE BASED ON WORKING PRESSURE OF 175 P.S.I. PLUS 50% SURGE.
2. BACKING BLOCKS FOR PIPING SIZES 16-INCH THROUGH 24-INCH ARE BASED ON A WORKING PRESSURE OF 150 P.S.I. PLUS 50% SURGE.
3. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR THE DESIGN OF THRUST BLOCKS. THE BLOCK SIZES SPECIFIED HEREIN ARE MINIMUM SIZES, BASED ON SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

BRANCH OR PLUG SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	46	6	20	24	7.4	0.24
8"	60	8	26	32	13.2	0.55
12"	114	12	51	38	29.7	2.45
16"	126	16	55	52	45.2	4.00
20"	140	20	60	72	70.7	6.74
24"	184	24	80	80	101.8	13.00
30"	230	30	100	100	159.0	25.61

TYPICAL BACKING BLOCKS FOR TEES AND PLUGS
2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
 CITY OF KANSAS CITY, MISSOURI

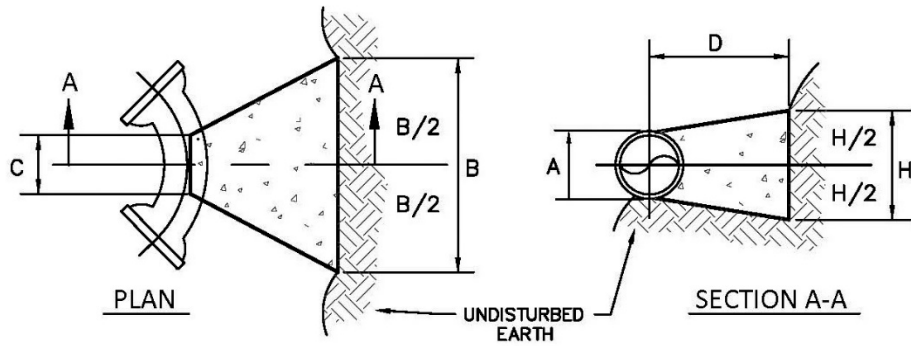
DRAWING NO. **02669-1**

DEVELOPED BY: _____
 TECHNICAL ADVISORY COMMITTEE

APPROVED BY: _____
 DATE: 1/13/2021

1 OF 1

DETAIL 02669-2



NOTES:

1. BACKING BLOCKS FOR PIPING SIZES UP THROUGH 12-INCH ARE BASED ON WORKING PRESSURE OF 175 P.S.I. PLUS 50% SURGE.
2. BACKING BLOCKS FOR PIPING SIZES 16-INCH THROUGH 24-INCH ARE BASED ON A WORKING PRESSURE OF 150 P.S.I. PLUS 50% SURGE.
3. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR THE DESIGN OF THRUST BLOCKS. THE BLOCK SIZES SPECIFIED HEREIN ARE MINIMUM SIZES, BASED ON SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

11° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	18	6	12	12	1.5	0.03
8"	28	8	12	14	2.6	0.06
12"	38	12	13	22	5.8	0.14
16"	50	16	17	26	8.9	0.28
20"	64	20	22	32	13.9	0.58
24"	76	24	26	38	20.0	0.97
30"	95	30	33	48	31.2	1.90

22° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	28	6	12	16	2.9	0.06
8"	34	8	13	22	5.1	0.11
12"	56	12	22	30	11.6	0.43
16"	72	16	28	36	17.7	0.85
20"	86	20	33	46	27.6	1.54
24"	106	24	41	54	39.7	2.77
30"	136	30	53	66	62.1	5.60

45° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	38	6	16	22	5.7	0.15
8"	54	8	23	28	10.1	0.39
12"	82	12	35	40	22.7	1.28
16"	100	16	42	50	34.6	2.37
20"	130	20	55	60	54.1	4.83
24"	152	24	64	74	77.9	8.10
30"	196	30	83	90	121.7	16.49

90° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	60	6	27	26	10.5	0.46
8"	84	8	38	32	18.7	1.12
12"	126	12	57	44	42.0	3.47
16"	160	16	72	58	64.0	7.36
20"	200	20	90	72	100.0	14.27
24"	242	24	109	86	143.9	24.98
30"	324	30	147	100	224.9	52.46

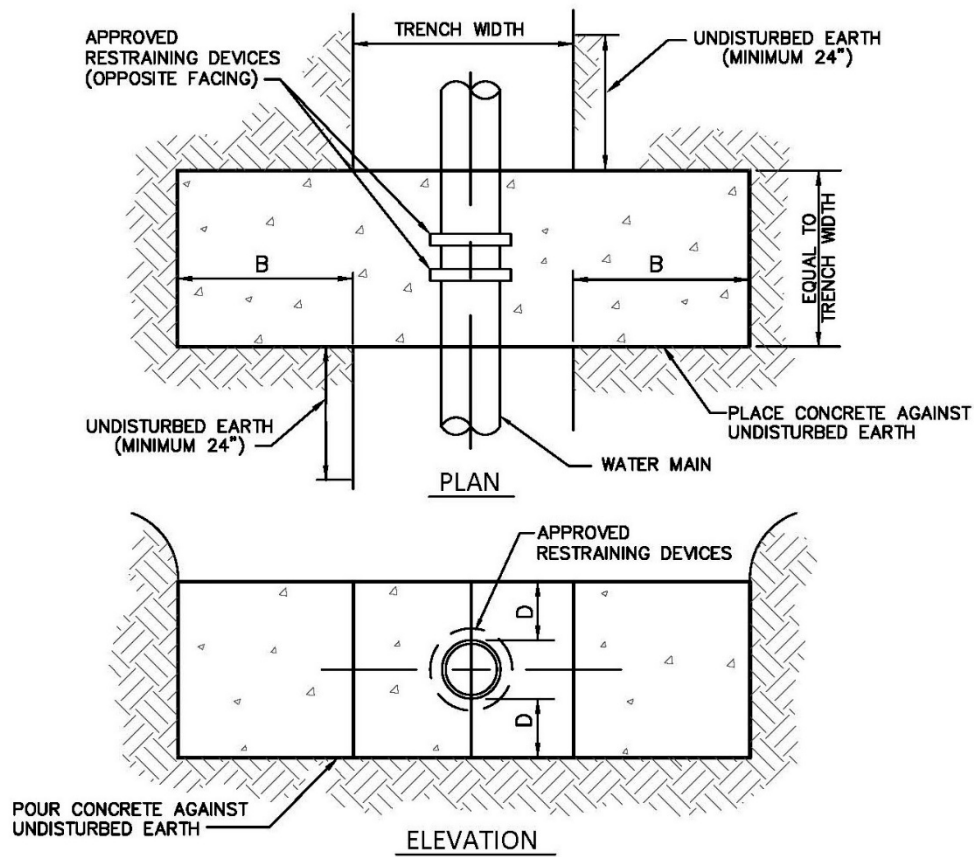
TYP. BACKING BLOCKS FOR HORIZONTAL BENDS
2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
 CITY OF KANSAS CITY, MISSOURI
 DRAWING NO. **02669-2**

DEVELOPED BY: _____ APPROVED BY: _____
 TECHNICAL ADVISORY COMMITTEE DATE: 1/13/2021

1
OF
1

DETAIL 02669-3



NOTES:

1. STRADDLE BLOCKS ARE SIZED FOR 175 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	30	24	9	7.4	0.9
8"	32	30	12	13.2	1.5

**TYPICAL STRADDLE BLOCK FOR 6 AND 8 INCH PIPE
2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE**

WATER SERVICES

CITY OF KANSAS CITY, MISSOURI

DRAWING NO. **02669-3**

DEVELOPED BY: _____

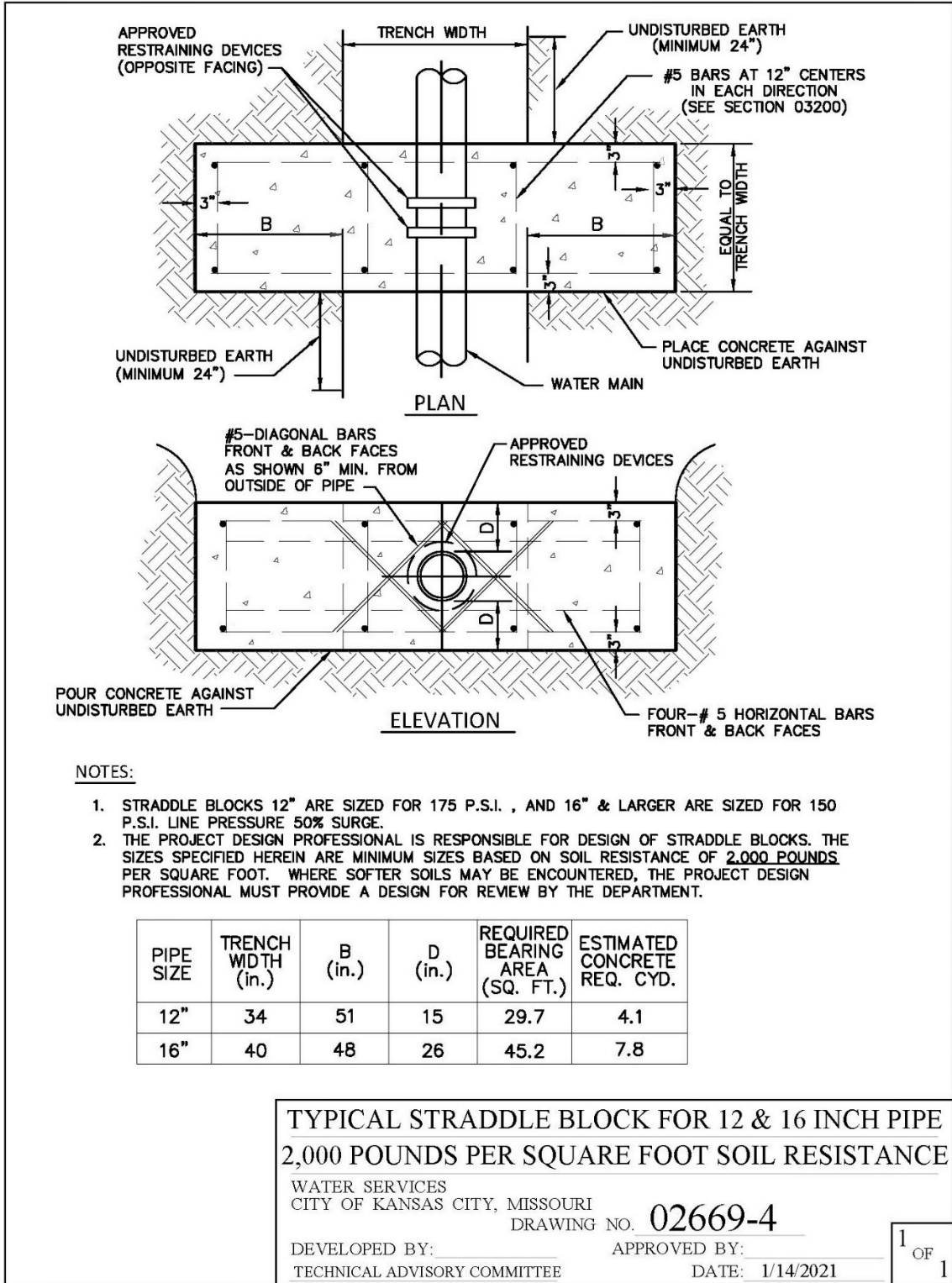
APPROVED BY: _____

TECHNICAL ADVISORY COMMITTEE

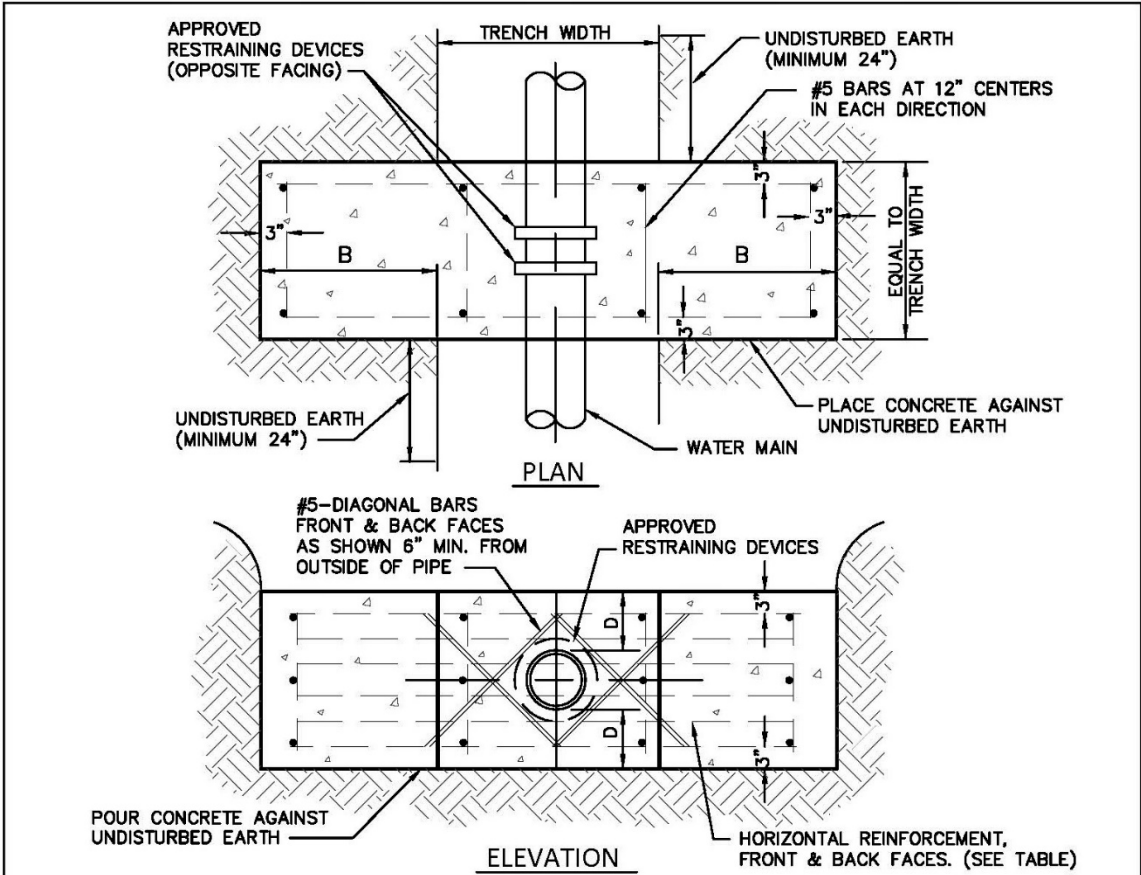
DATE: 1/14/2021

1 OF 1

DETAIL 02669-4



DETAIL 02669-5



NOTES:

1. STRADDLE BLOCKS ARE SIZED FOR 150 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF **2,000 POUNDS PER SQUARE FOOT**. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	BAR SIZE	NO. OF BARS (each face)	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
20"	#5	5	44	71	26	70.7	12.3
24"	#6	6	48	92	28	101.8	18.6
30"	#7	6	60	115	35	159.0	36.4

**TYP. STRADDLE BLOCK FOR 20, 24, & 30 INCH PIPE
2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE**

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI

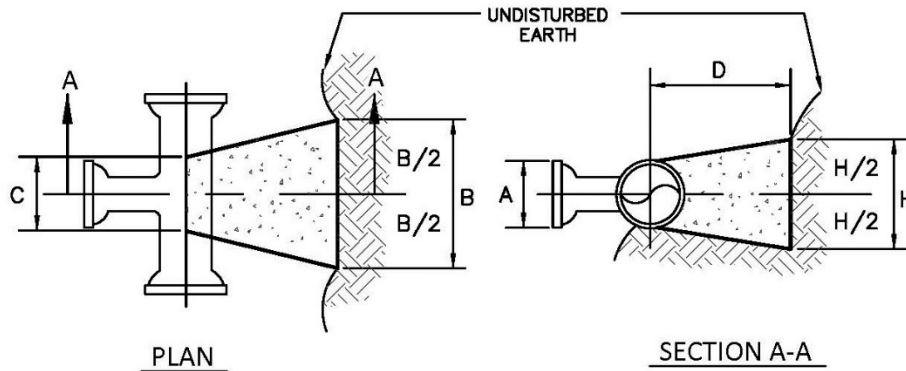
DRAWING NO. **02669-5**

DEVELOPED BY: _____
TECHNICAL ADVISORY COMMITTEE

APPROVED BY: _____
DATE: 1/14/2021

1 OF 1

DETAIL 02669-6



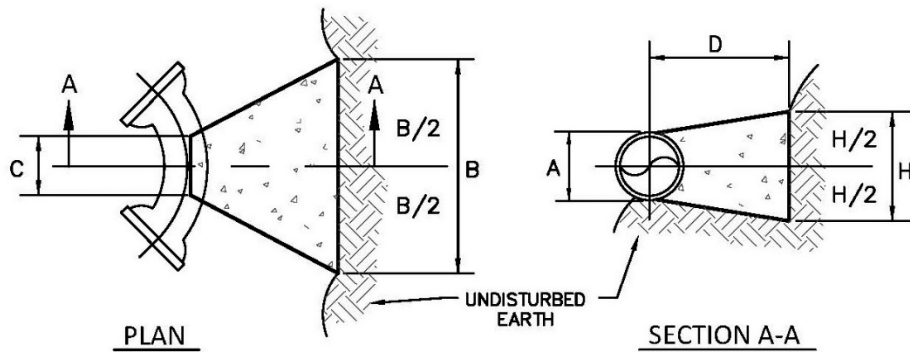
NOTES:

1. BACKING BLOCKS FOR PIPING SIZES UP THROUGH 12-INCH ARE BASED ON WORKING PRESSURE OF 175 P.S.I. PLUS 50% SURGE.
2. BACKING BLOCKS FOR PIPING SIZES 16-INCH THROUGH 24-INCH ARE BASED ON A WORKING PRESSURE OF 150 P.S.I. PLUS 50% SURGE.
3. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR THE DESIGN OF THRUST BLOCKS. THE BLOCK SIZES SPECIFIED HEREIN ARE MINIMUM SIZES, BASED ON SOIL RESISTANCE OF 2,500 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

BRANCH OR PLUG SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	48	6	21	18	5.9	0.20
8"	60	8	26	26	10.6	0.45
12"	96	12	42	36	23.8	1.62
16"	110	16	47	48	36.2	2.79
20"	140	20	60	60	56.5	5.76
24"	180	24	78	66	81.4	10.41
30"	220	30	95	84	127.2	19.73

ALT. BACKING BLOCKS FOR TEES AND PLUGS	
2,500 POUNDS PER SQUARE FOOT SOIL RESISTANCE	
WATER SERVICES CITY OF KANSAS CITY, MISSOURI	
DRAWING NO. 02669-6	1 OF 1
DEVELOPED BY: _____	APPROVED BY: _____
TECHNICAL ADVISORY COMMITTEE	DATE: 1/13/2021

DETAIL 02669-7



NOTES:

1. BACKING BLOCKS FOR PIPING SIZES UP THROUGH 12-INCH ARE BASED ON WORKING PRESSURE OF 175 P.S.I. PLUS 50% SURGE.
2. BACKING BLOCKS FOR PIPING SIZES 16-INCH THROUGH 24-INCH ARE BASED ON A WORKING PRESSURE OF 150 P.S.I. PLUS 50% SURGE.
3. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR THE DESIGN OF THRUST BLOCKS. THE BLOCK SIZES SPECIFIED HEREIN ARE MINIMUM SIZES, BASED ON SOIL RESISTANCE OF 2,500 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

11° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	18	6	12	12	1.5	0.032
8"	28	8	12	14	2.6	0.059
12"	36	12	12	20	5.8	0.100
16"	40	16	12	26	8.9	0.167
20"	56	20	18	30	13.9	0.401
24"	64	24	20	36	20.0	0.617
30"	90	30	30	40	31.2	1.447

22° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	24	6	12	16	2.3	0.050
8"	28	8	12	20	4.1	0.091
12"	46	12	19	28	9.3	0.341
16"	78	16	24	32	14.1	0.593
20"	86	20	35	36	22.1	1.365
24"	96	24	36	48	31.8	2.000
30"	142	30	52	54	49.6	4.534

45° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	34	6	14	20	4.5	0.11
8"	46	8	19	26	8.1	0.26
12"	80	12	34	34	18.2	1.00
16"	100	16	42	40	27.7	1.90
20"	116	20	48	54	43.3	3.40
24"	150	24	63	60	62.3	6.50
30"	168	30	69	84	97.4	11.10

90° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	52	6	23	24	8.4	0.32
8"	78	8	35	28	14.9	0.84
12"	122	12	55	40	33.6	3.00
16"	144	16	64	52	51.2	5.30
20"	180	20	80	64	80.0	10.20
24"	208	24	92	80	115.2	17.00
30"	288	30	129	90	179.9	37.10

**ALT. BACKING BLOCKS FOR HORIZONTAL BENDS
2,500 POUNDS PER SQUARE FOOT SOIL RESISTANCE**

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI

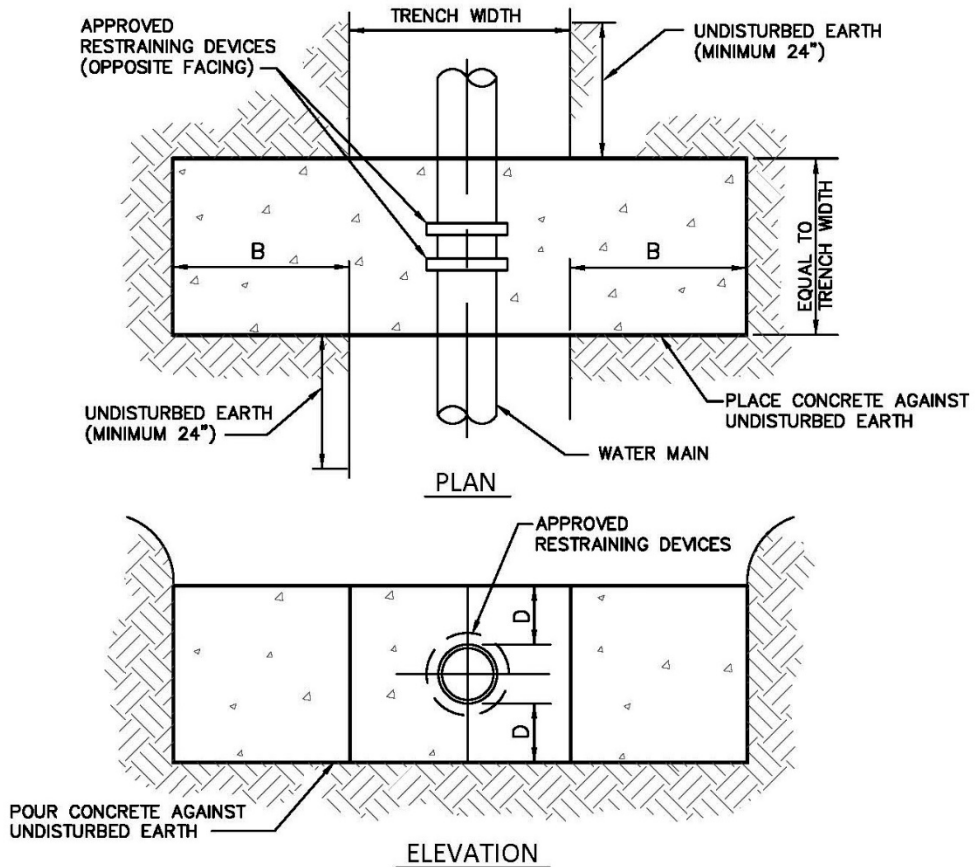
DRAWING NO. **02669-7**

DEVELOPED BY: _____
TECHNICAL ADVISORY COMMITTEE

APPROVED BY: _____
DATE: 1/13/2021

1 OF 1

DETAIL 02669-8



NOTES:

1. STRADDLE BLOCKS ARE SIZED FOR 175 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 2,500 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	30	24	6	5.9	0.71
8"	32	32	8	10.6	1.16

THIS DETAIL TO BE USED ONLY IF SPECIFIED BY PROJECT DESIGN PROFESSIONAL ON APPROVED FOR CONSTRUCTION DRAWINGS.

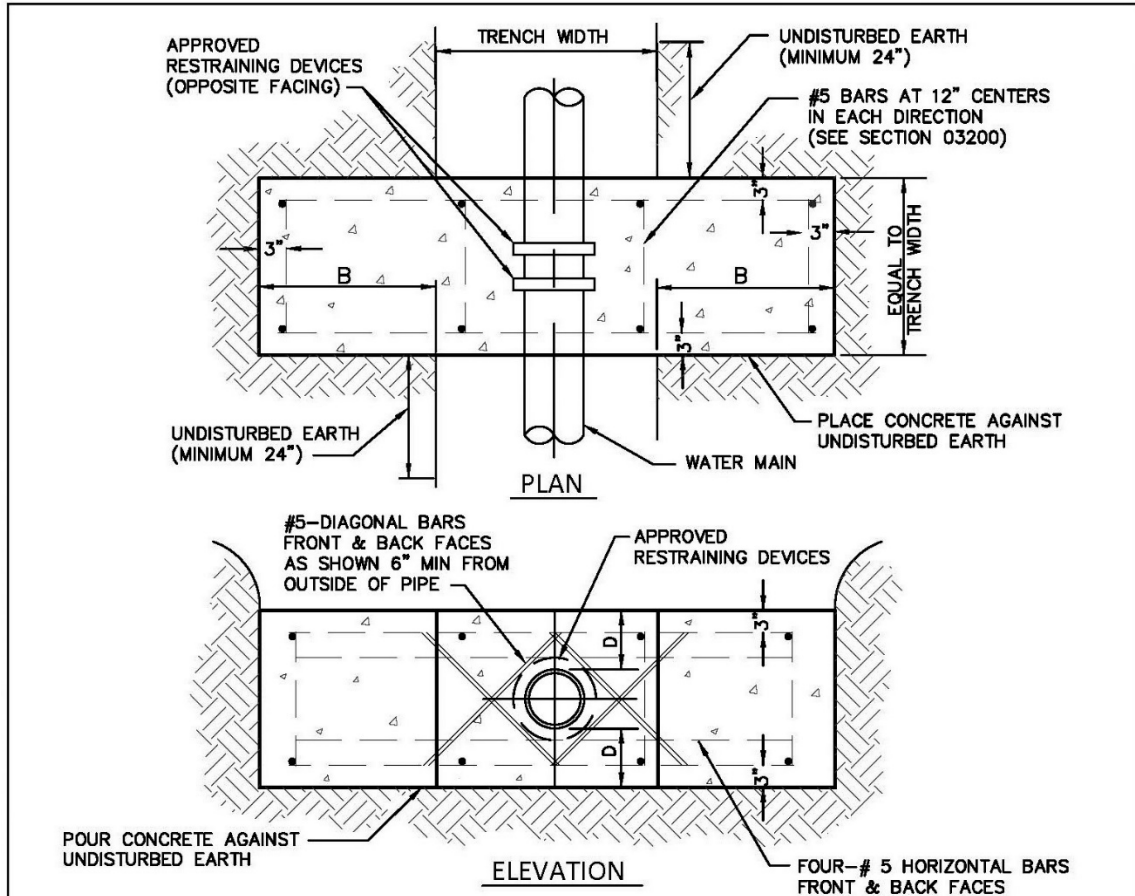
ALT. STRADDLE BLOCK FOR 12 & 16 INCH PIPE
2,500 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
 CITY OF KANSAS CITY, MISSOURI

DRAWING NO. **02669-8**

DEVELOPED BY: _____ APPROVED BY: _____
 TECHNICAL ADVISORY COMMITTEE DATE: 1/14/2021

DETAIL 02669-9



NOTES:

1. STRADDLE BLOCKS 12" ARE SIZED FOR 175 P.S.I. , AND 16" & LARGER ARE SIZED FOR 150 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS.
3. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF **2,500 POUNDS PER SQUARE FOOT**. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
12"	34	38	17	23.8	3.60
16"	40	45	22	36.2	6.51

THIS DETAIL TO BE USED ONLY IF SPECIFIED BY PROJECT DESIGN PROFESSIONAL ON APPROVED FOR CONSTRUCTION DRAWINGS.

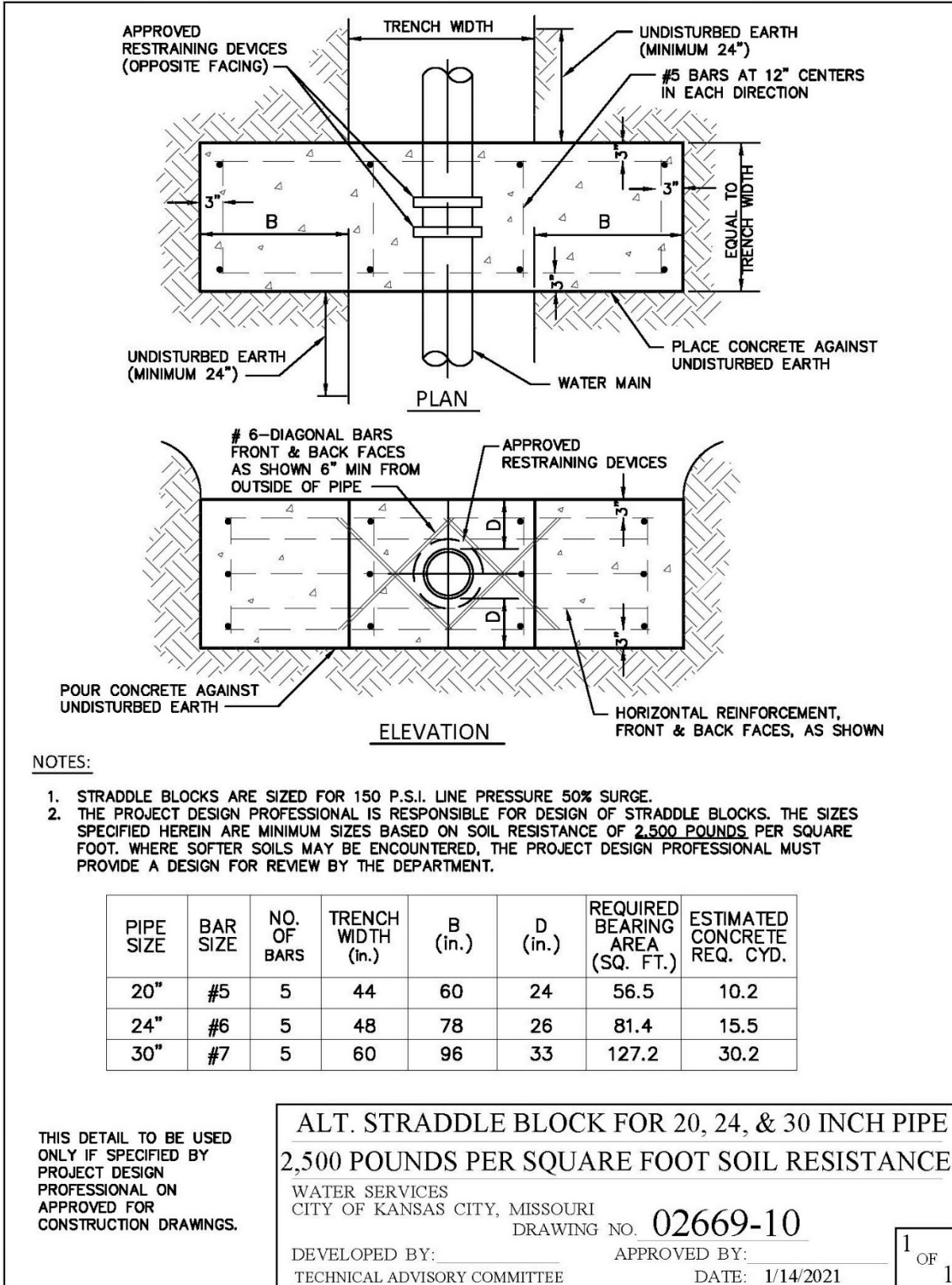
ALT. STRADDLE BLOCK FOR 12 & 16 INCH PIPE
2,500 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
 CITY OF KANSAS CITY, MISSOURI
 DRAWING NO. **02669-9**

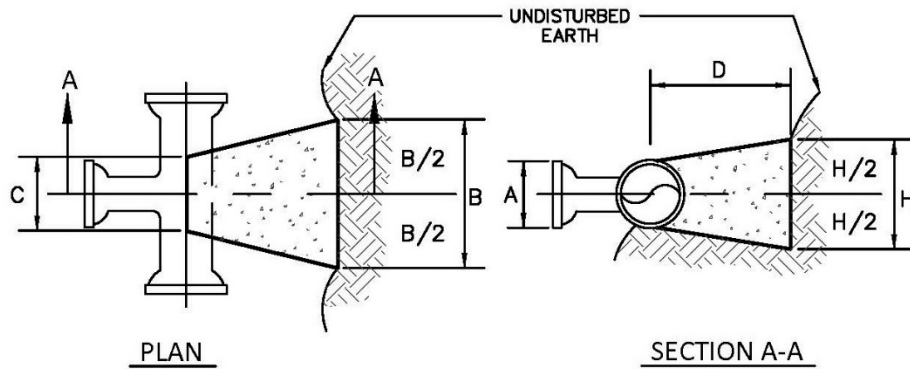
DEVELOPED BY: _____ APPROVED BY: _____
 TECHNICAL ADVISORY COMMITTEE DATE: 1/14/2021

1 OF 1

DETAIL 02669-10



DETAIL 02669-11



NOTES:

1. BACKING BLOCKS FOR PIPING SIZES UP THROUGH 12-INCH ARE BASED ON WORKING PRESSURE OF 175 P.S.I. PLUS 50% SURGE.
2. BACKING BLOCKS FOR PIPING SIZES 16-INCH THROUGH 24-INCH ARE BASED ON A WORKING PRESSURE OF 150 P.S.I. PLUS 50% SURGE.
3. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR THE DESIGN OF THRUST BLOCKS. THE BLOCK SIZES SPECIFIED HEREIN ARE MINIMUM SIZES, BASED ON SOIL RESISTANCE OF 3,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

BRANCH OR PLUG SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	40	6	17	18	4.9	0.14
8"	54	8	23	24	8.8	0.34
12"	72	12	30	40	19.8	0.97
16"	88	16	36	50	30.2	1.80
20"	114	20	47	60	47.1	3.65
24"	136	24	56	72	67.9	6.22
30"	154	30	62	100	106.0	10.83

THIS DETAIL TO BE USED ONLY IF SPECIFIED BY PROJECT DESIGN PROFESSIONAL ON APPROVED FOR CONSTRUCTION DRAWINGS.

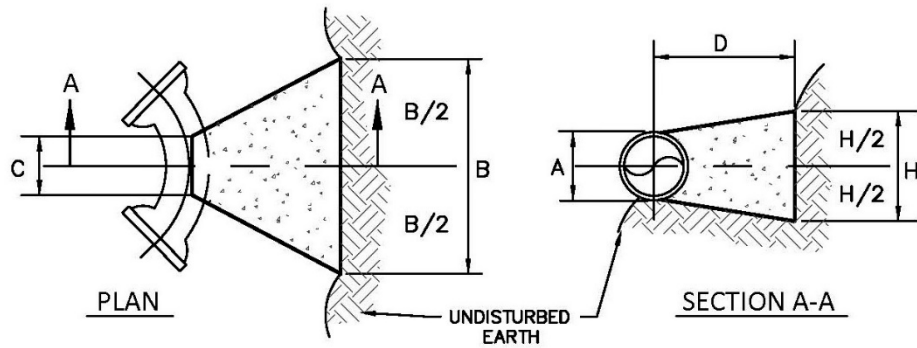
ALT. BACKING BLOCKS FOR TEES AND PLUGS
3,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. **02669-11**

DEVELOPED BY: _____ APPROVED BY: _____
TECHNICAL ADVISORY COMMITTEE DATE: 1/13/2021

1
OF
1

DETAIL 02669-12



NOTES:

1. BACKING BLOCKS FOR PIPING SIZES UP THROUGH 12-INCH ARE BASED ON WORKING PRESSURE OF 175 P.S.I. PLUS 50% SURGE.
2. BACKING BLOCKS FOR PIPING SIZES 16-INCH THROUGH 24-INCH ARE BASED ON A WORKING PRESSURE OF 150 P.S.I. PLUS 50% SURGE.
3. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR THE DESIGN OF THRUST BLOCKS. THE BLOCK SIZES SPECIFIED HEREIN ARE MINIMUM SIZES, BASED ON SOIL RESISTANCE OF 3,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

11° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	18	6	12	12	1.0	0.032
8"	20	8	12	14	1.7	0.044
12"	32	12	12	20	3.9	0.101
16"	36	16	12	24	5.9	0.144
20"	40	20	12	34	9.2	0.226
24"	52	24	14	38	13.3	0.380
30"	76	30	23	40	20.8	0.971

22° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	24	6	12	14	1.9	0.048
8"	28	8	12	18	3.4	0.073
12"	46	12	17	24	7.7	0.227
16"	62	16	23	28	11.8	0.491
20"	78	20	29	34	18.4	0.949
24"	96	24	36	40	26.5	1.704
30"	142	30	56	42	41.4	4.100

45° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	30	6	12	18	3.8	0.074
8"	40	8	16	24	6.7	0.176
12"	74	12	31	30	15.1	0.785
16"	94	16	39	36	23.1	1.521
20"	120	20	50	44	36.1	3.044
24"	140	24	58	54	51.9	5.057
30"	164	30	67	72	81.2	9.125

90° DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	52	6	23	20	7.0	0.265
8"	72	8	32	26	12.4	0.664
12"	112	12	50	36	28.0	2.238
16"	128	16	56	48	42.7	3.841
20"	166	20	73	58	66.6	7.845
24"	188	24	82	74	96.0	12.732
30"	270	30	120	80	149.9	28.935

THIS DETAIL TO BE USED ONLY IF SPECIFIED BY PROJECT DESIGN PROFESSIONAL ON APPROVED FOR CONSTRUCTION DRAWINGS.

**ALT. BACKING BLOCKS FOR HORIZONTAL BENDS
3,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE**

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI

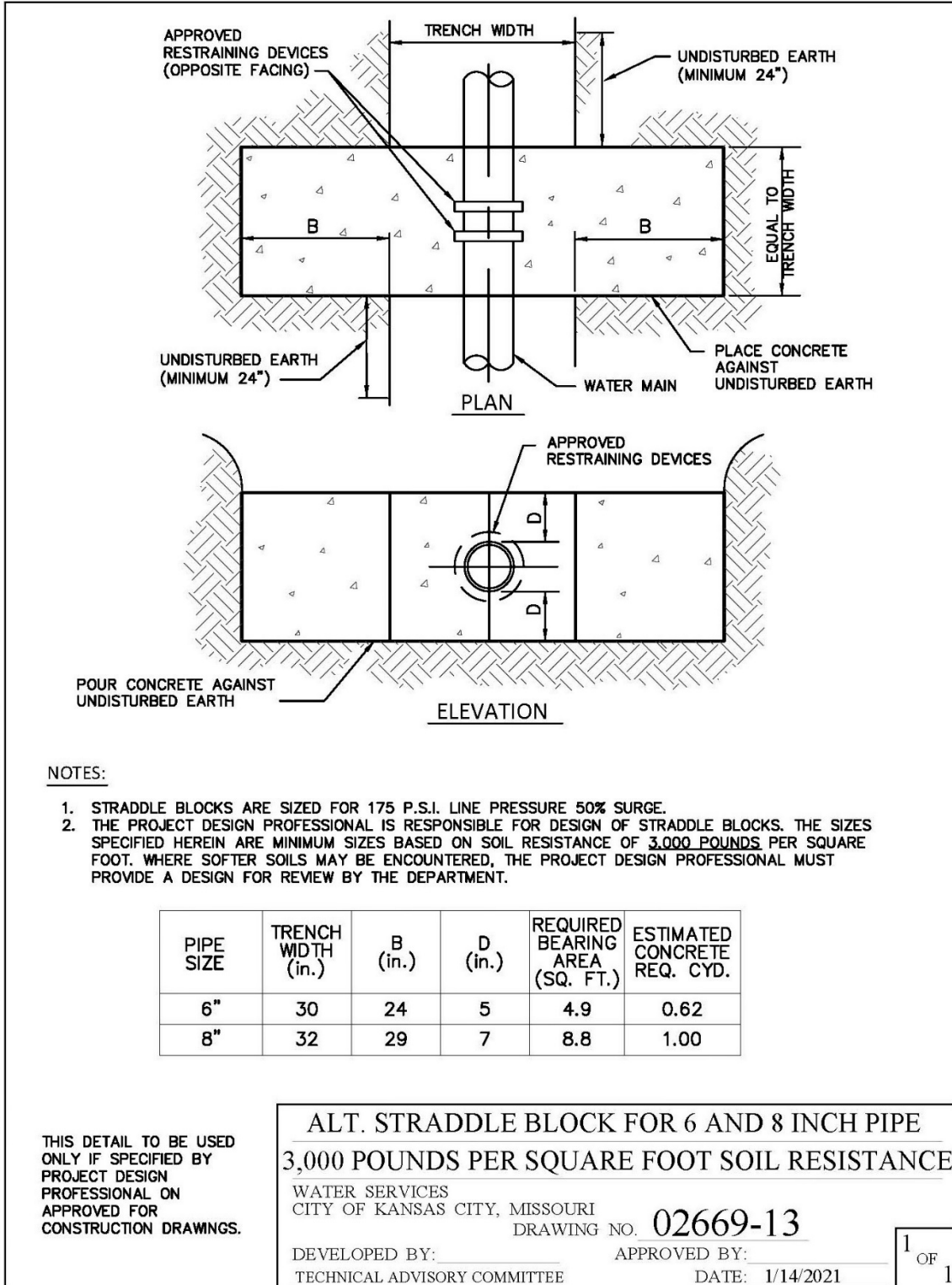
DRAWING NO. **02669-12**

DEVELOPED BY: _____
TECHNICAL ADVISORY COMMITTEE

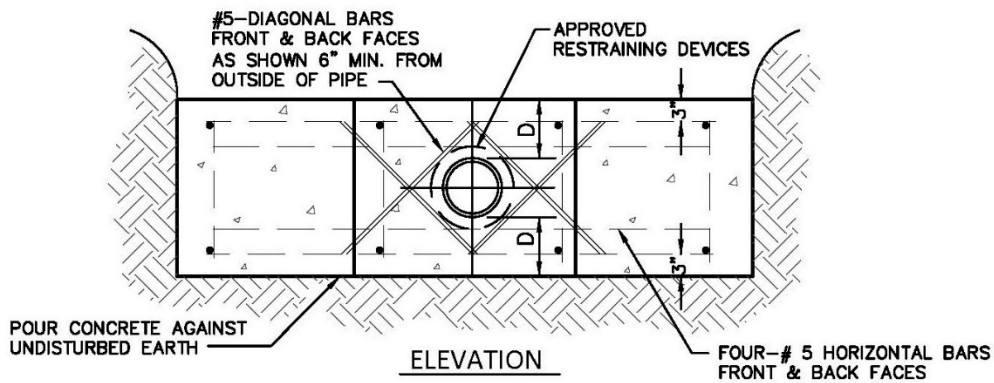
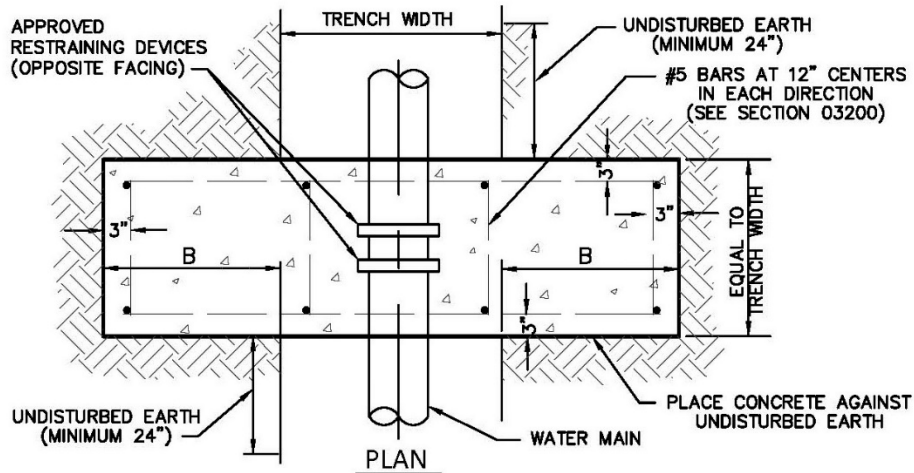
APPROVED BY: _____
DATE: 1/13/2021

1
OF
1

DETAIL 02669-13



DETAIL 02669-14



NOTES:

1. STRADDLE BLOCKS 12" ARE SIZED FOR 175 P.S.I. , AND 16" & LARGER ARE SIZED FOR 150 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 3,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
12"	34	34	15	19.8	3.0
16"	40	42	18	30.2	5.4

THIS DETAIL TO BE USED ONLY IF SPECIFIED BY PROJECT DESIGN PROFESSIONAL ON APPROVED FOR CONSTRUCTION DRAWINGS.

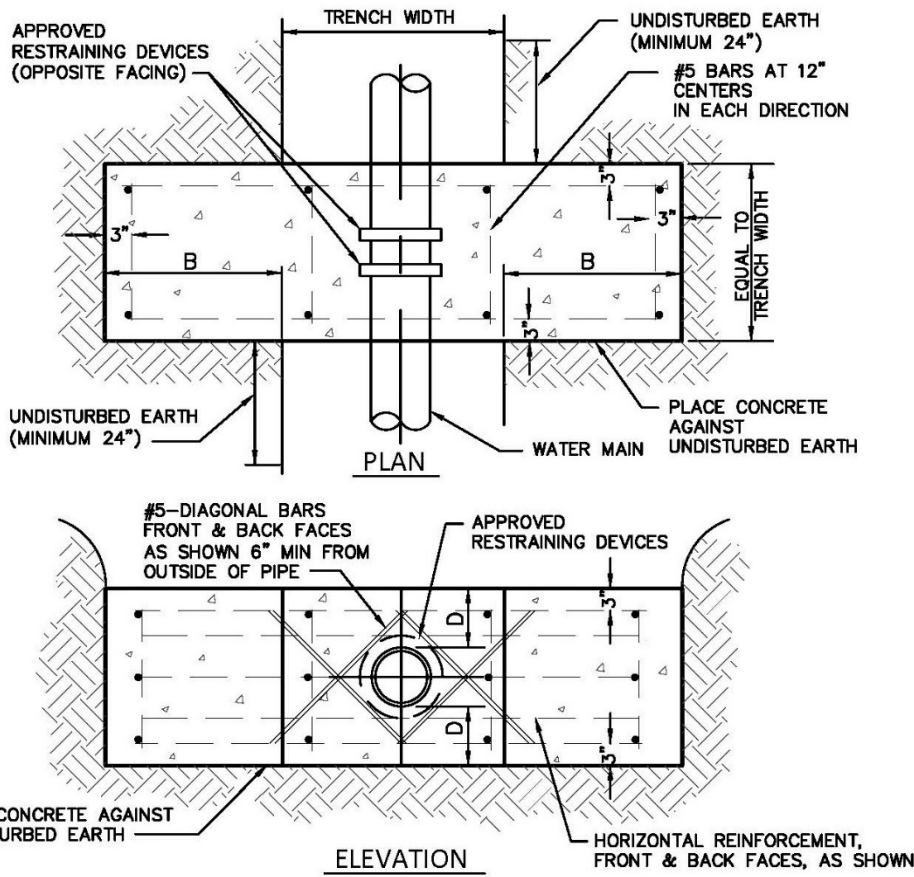
ALT. STRADDLE BLOCK FOR 12 & 16 INCH PIPE
3,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
 CITY OF KANSAS CITY, MISSOURI
 DRAWING NO. **02669-14**

DEVELOPED BY: _____ APPROVED BY: _____
 TECHNICAL ADVISORY COMMITTEE DATE: 1/14/2021

1 OF 1

DETAIL 02669-15



NOTES:

1. STRADDLE BLOCKS ARE SIZED FOR 150 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 3,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	BAR SIZE	NO. OF BARS	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
20"	#5	5	44	57	20	47.1	8.6
24"	#6	5	48	68	24	68.0	13.2
30"	#7	5	60	85	30	106.3	25.7

THIS DETAIL TO BE USED ONLY IF SPECIFIED BY PROJECT DESIGN PROFESSIONAL ON APPROVED FOR CONSTRUCTION DRAWINGS.

ALT. STRADDLE BLOCK FOR 20, 24, & 30 INCH PIPE
3,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
 CITY OF KANSAS CITY, MISSOURI
 DRAWING NO. **02669-15**

DEVELOPED BY: _____ APPROVED BY: _____
 TECHNICAL ADVISORY COMMITTEE DATE: 1/14/2021

1
OF
1

END OF SECTION

SECTION 03000 - MISCELLANEOUS CONCRETE

PART 1 - GENERAL

1.1 SCOPE

- A. The Contractor shall perform all concrete work as required to complete the work specified in the contract documents.
- B. This section covers miscellaneous concrete work associated with the construction of water, wastewater and stormwater infrastructure. This section does not apply to concrete work associated with surface restoration.

1.2 RELATED SECTIONS

- A. Section 03370 – Sanitary Sewer Manhole Construction.
- B. Section 03608 – Concrete Vaults.

1.3 CODES AND STANDARDS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Society for Testing and Materials (ASTM):
 - ASTM A615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
 - ASTM C31 Test Methods of Making and Curing Concrete Test Specimens in the Field.
 - ASTM C33 Concrete Aggregates.
 - ASTM C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - ASTM C94 Ready-Mixed Concrete.
 - ASTM C143 Standard Test Method for Slump of Hydraulic-Cement Concrete.
 - ASTM C150 Portland Cement.
- C. American Concrete Institute (ACI):
 - ACI 304 Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
 - ACI 305 Committee Report on Hot-Weather Concreting.
 - ACI 306 Committee Report on Cold-Weather Concreting.
 - ACI 309 Recommended Practice for Consolidation of Concrete.
 - ACI 318 Building Code Requirements for Reinforced Concrete.
 - ACI 347 Recommended Practice for Concrete Formwork.

1.4 SUBMITTALS

- A. Contractor shall submit product data for review on the following items required by this Division:
 - 1. Laboratory name.
 - 2. Aggregate testing and gradation.
 - 3. Design mix.
- B. Product data shall be submitted in accordance with Section 01300 – Submittals.

PART 2 - PRODUCTS

2.1 CEMENT

A. Cement shall conform to ASTM C150, Type I, unless high early strength is required in which instance Type III shall be used. Cement may be bagged or bulk.

2.2 FINE AGGREGATE

A. Fine aggregate, clean natural sand, shall conform to ASTM C33 and have the following gradation:

<u>Sieve</u>	<u>% Passing</u>	<u>% Retained</u>
3/8"	100	0
#4	95-100	0-5
#8	80-100	0-20
#16	50-85	15-50
#30	25-60	40-75
#50	10-30	70-90
#100	2-10	90-98

2.3 COARSE AGGREGATE

A. Clean crushed rock, washed gravel, or other inert granular material, except that clay and shale particles shall not exceed one percent. Coarse aggregate shall conform to ASTM C33 and have the following gradation:

<u>Sq. Sieve</u>	<u>% Passing</u>	<u>% Retained</u>
3/4"	90-100	0-10
3/8"	20-55	45-80
#4	0-10	90-100
#8	0-5	95-100

2.4 WATER

A. Potable water from a municipal or other public water supply district shall be used for mixing and curing.

2.5 REINFORCING STEEL

A. Reinforcing Steel:

1. Reinforcing steel bars shall conform to the requirements of the following Standards and Grades:
 - (a) ASTM A615: Grade 40 or 60.
 - (b) ASTM A616: Grade 50 or 60.

B. Bending details shall conform to ACI 318.

2.6 FORMS AND FORMWORK ACCESSORIES

A. Forms:

1. Suitable and substantial forms shall be provided. All forms shall be constructed and maintained plumb and true to line, securely braced, tied, clamped and shored in order to prevent leakage of concrete and prevent deflection or displacement of forms during placement of concrete. All exposed corners and edges shall have 1" fillets. All joints shall be mortar tight; open joints shall be sealed as required.
2. Where applicable, undisturbed earth may be used in lieu of forms.

3. The deflection of the forms due to the weight and rate of placing concrete, placing equipment, and workmen shall be accurately figured and taken into account in the design of the forms so that finished concrete members will have surfaces, lines, planes, and elevations required within tolerances in accordance with ACI 117.
 4. All forms shall be removed prior to backfill unless the following conditions are met:
 - (a) As directed by the City.
 - (b) When constructed of unbraced plywood having a thickness of ½-inch or less, removal shall be optional unless otherwise directed by the City.
 5. Forms shall be constructed so that they can be removed without damage to the concrete.
- B. Formwork accessories:
1. Forms shall be securely braced and tied with approved form ties that do not leave any parts within ¾ inch of the surface of the concrete. Wire ties and wood spreaders will not be permitted.

2.7 CONCRETE MIX

A. Concrete:

1. Concrete shall conform to KCMO PW 2208 except as follows:
 - (a) Limestone may be used as coarse aggregate.
 - (b) Design strength of concrete shall be 4,500 psi or greater at 28 days.
 - (c) Maximum slump shall be 4 inches. Determination of slump shall conform to ASTM C143.
 - (d) Coarse Aggregate: 1-inch maximum.
 - (e) Air entrainment admixture is required to provide 4 to 6 percent entrained air when placed, in conformance with ASTM C185.
 - (f) Water reducing admixture is required.
2. Ready mix concrete shall be supplied by a plant approved by the KCMO Public Works Department according to the Ready Mix Concrete Quality Management Plan. Submit ready mix concrete plant information in accordance with paragraph SUBMITTALS.
3. Submit concrete mix design in accordance with KCMO PW 2208.C and in accordance with the paragraph SUBMITTALS.

B. Concrete shall be delivered to the site in conformance with ASTM C94.

PART 3 - EXECUTION

3.1 REINFORCING STEEL AND CONCRETE

A. Placing of Reinforcing Steel:

1. Before being installed in the final position, all metal reinforcements shall be free of mud, clay, ice, grease, oil, loose rust and scale, and other coatings that would reduce or destroy the bond.
2. Metal reinforcements shall be accurately formed and positioned to the required dimensions. All bars are to be accurately placed and securely tied at all intersections. All reinforcing steel shall be placed so it is covered with a minimum of 3" of concrete.
3. Steel reinforcements shall be accurately positioned as required and shall be secured against displacement by using annealed wire ties or suitable clips at all intersections.
4. The steel reinforcements shall be supported by metal supports, spacers, or hangers.
5. The legs on the metal chair supports shall be plastic coated.

B. Forms:

1. Verify lines, levels and centers before proceeding with formwork.

2. A coat of non-staining oil, lacquer, or other approved material shall be applied to protect form surface and to facilitate stripping. Coating shall be applied in strict accordance with the directions of the manufacturer.
 3. Forms shall be removed in such manner as to assure the complete safety of the structure. In no case shall supporting forms or shoring be removed until the concrete has acquired sufficient strength.
- C. Placing of Concrete:
1. Only those methods and arrangements of equipment shall be used which will reduce to a minimum any segregation of coarse aggregate from the concrete.
 2. Every consideration shall be given to the proper placement of all concrete and the proper care of all concrete after placement.
 3. Concrete shall be deposited into the forms or on the grade as nearly as practicable in its final position and in such manner that the concrete will completely fill the forms.
 4. Vibration shall not be used to move concrete in a horizontal direction after initial placement.
 5. Concrete that has partially hardened or has been contaminated by foreign material shall not be deposited in the Work and shall be removed from the Site at no additional cost to the City.
 6. When inclined chutes beyond the mixer are permitted by the City, a baffle shall be provided at the bottom end so that concrete will drop vertically without segregation.
 7. No water shall be added to the concrete for any reason at the job site that will result in exceeding the specified water-cement ratio. Any water withheld when batching the concrete shall be noted on the material delivery ticket.
 8. Care shall be taken to assure proper concrete coverage of reinforcing steel as designed.
 9. Placement operations shall be performed in such a manner as to prevent loose earth falling into the excavation during placement of concrete.
 10. Concrete that might contact forms or reinforcing steel during placement shall be placed by the use of trunks or pipes whenever the drop exceeds six (6) feet for unexposed work, or three (3) feet for exposed work.
 11. When trunks or pipe are used, they shall be located at horizontal spacing of not to exceed ten (10) feet.
 12. Concrete for thrust restraints shall be placed in horizontal layers not exceeding two (2) feet in depth.
 13. Placing of concrete in thrust restraints shall be done in such manner as to prevent "cold joints," both horizontally and vertically.
- D. Vibrating:
1. In conformance with ACI 309, mechanical internal vibrators shall be used whenever possible in all formed concrete work.
 2. Vibrators shall be inserted at uniform spacing of twelve (12) inches to twenty (20) inches to assure thorough consolidation of all concrete.
 3. Vibrators shall be inserted and withdrawn vertically to a depth, which will assure penetration into the previous lift with vibration periods of from five (5) to fifteen (15) seconds.
 4. Form vibration and/or hand spading will be required at points inaccessible for thorough internal vibration.
 5. During placement of concrete, stand-by vibrators shall be immediately available in the event of mechanical failure in the vibrators being used.
- E. No concrete shall be deposited below water. The excavation may be damp but shall contain no water.

- F. Concrete shall be conveyed from the mixer to the place of final deposit by methods which will prevent the separation or loss of materials. Retempering of concrete is not permissible.
- G. For formed surfaces, the Contractor shall break off ties, grout voids which are deeper than ½" and chip out honeycombed areas to solid concrete and grout flush with formed surface.
- H. Curing shall be maintained continuously for seven days after placing concrete or until forms are removed and the surface finished. Concrete surface temperature is to be maintained between 50°F and 100°F for at least seven days.
- I. Concrete shall not be placed on iced or frozen subgrade or when the air temperature is below 20°F. Concreting shall not be continued when the air temperature is below 45°F unless the following conditions are attained:
 - 1. Mixing water shall be heated (to a maximum of 150°F).
 - 2. Aggregates shall be heated until free of all ice and frost.
 - 3. The concrete temperature after mixing shall be between 50°F and 70°F if the air temperature is 20°F to 45°F.
 - 4. After the concrete is placed, it shall be covered, protected, and heated so as to maintain a minimum of 70°F air temperature for the 24 hours and 50°F air temperature for the next six days. Open-flame type heaters are not permitted. Heating equipment not vented outside of the covering will not be permitted.
 - 5. Moist conditions shall be maintained during the heating period.
 - 6. All covering, heating equipment, etc., shall be on hand and approved by the Engineer before any concrete is placed.
- J. Calcium chloride, as an admixture, shall not be used.
- K. Exposed concrete is not to be placed in air temperatures above 100°F. Cover, protect and cool work as to maintain the temperature of the concrete below 100°F. The concrete temperature, after mixing, shall not be greater than 85°F. Spray and/or shade aggregate piles and cool mixing water as required.

3.2 CONCRETE TEST CYLINDERS

- A. All concrete test cylinders shall be provided by a certified testing laboratory. The testing of test cylinders, including transportation, shall be paid for by the Contractor.
- B. The laboratory shall make at least three test cylinders for each day's pour in excess of 10 cubic yards of each class of concrete, and three test cylinders for each additional 50 cubic yards or major fraction thereof, as directed by the Engineer.
- C. The laboratory shall ship the test cylinders to the laboratory on the second day, where the laboratory shall proceed to cure until tested. One cylinder shall be tested on the seventh day, and the remaining cylinders shall be tested on the 28th day. The test cylinders shall be identified at the time cast, and as to which pour is represented. Unsatisfactory tests of cylinders shall make the concrete represented subject to rejection, with consequent removal and replacement required.
- D. Concrete test cylinders shall be cast and tested in accordance with ASTM C31 and C39. The testing laboratory shall furnish four copies of test reports for test cylinders and distributed as follows:
 - 1. 2 copies – City.
 - 2. 2 copies – Contractor.

END OF SECTION