



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

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

# **Project Manual**

**FOR**

**PROJECT/CONTRACT NO. 80002377/9718-2  
CITY WIDE AUTOMATED METERING  
INFRASTRUCTURE 2 RENEWAL No. 2**

## **BIDDER/ADDRESS**

<b>Company</b>	<b>Haines &amp; Associates Construction Co. Inc.</b>
<b>Contact</b>	<b>Chad Haines</b>
<b>Address</b>	<b>600 Haines Drive Suite A Liberty, MO. 64068</b>
<b>Phone</b>	<b>816-792-3905</b>
<b>Email</b>	<b><a href="mailto:chad@hainesassoc.com">chad@hainesassoc.com</a></b>

Project Manager: Todd Rohr  
Telephone: 816-513-0323  
Email: [todd.rohr@kcmo.org](mailto:todd.rohr@kcmo.org)



## CERTIFICATION PAGE

Project Number 80003277/9718-2

Project Title City Wide Automated Metering Infrastructure 2  
Renewal no. 2

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I am responsible for the following specifications and drawings:

Drawings:

**None**

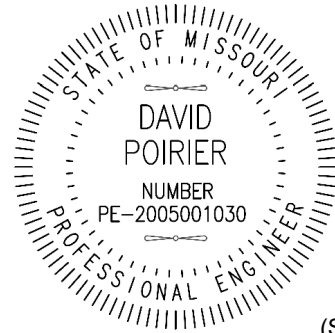
Specifications:

**Division 2:**

02202,02250,02575,02608,  
02618,02641,02930,02931

**Division 3:**

03000,03001,03100,03200



\_\_\_\_\_  
(SEAL)

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I am responsible for the following specifications and drawings:

Drawings:

Specifications:

\_\_\_\_\_  
(SEAL)

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I am responsible for the following specifications and drawings:

Drawings:

Specifications:

\_\_\_\_\_  
(SEAL)

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



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## BID FORM/CONTRACT

Project /Contract Number 80002377/9718-2

Project Title: City Wide automated Metering Infrastructure 2 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 \$3,000,000.00, including Unit Prices. The sum of the extensions of the Unit Prices form is \$ 3,149,996.85 and shall be considered in determining the lowest and best bid. The actual number of unites worked and paid for under the Contract may be more or less than the estimated quantity given or may be none
5. The Bidder has agreed to enter the last and final 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 and subject to the availability and appropriation of the funds. An increase in the 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.



the above project: **(All firms must currently be certified by Kansas City, Missouri Civil Rights and Equal Opportunity Department)**

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

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

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

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

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

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

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

16. 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 CREO-KC 08 Contractor Utilization Plan/Request for Waiver**.

17. 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 Civil Rights

Bidder: Haines & Associated Construction Co.

and Equal Opportunity finds the Bidder established good faith efforts towards meeting the goals as set forth in the CREO-KC Forms and Instructions for Construction Projects and the City's MBE/WBE Ordinance.

Business Entity Type:

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

**BIDDER**

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

\_\_\_\_\_  
 Phone No: \_\_\_\_\_  
 Cell No: \_\_\_\_\_  
 Facsimile No: \_\_\_\_\_  
 Bidder's E-Mail: \_\_\_\_\_  
 \_\_\_\_\_  
 Federal ID. No. \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach corporate seal if applicable)

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

**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 Three Million Dollars no/100, (\$ 3,000,000.00). 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.

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City of Kansas City, Missouri (OWNER or City)

Approved as to form:

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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.

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Director of Finance

(Date)



## UNIT PRICES

Project/Contract Number 80002377/9718-2

Project Title Citywide Automated Metering Infrastructure 2 Renewal 2

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

Item No.	Unit	Quantity	Item Description:	Unit Price	Extension
1	Each	5000	Site Visit (No work is done, leaving a notice only)	\$32.55	\$162,750.00
2	Each	600	Install AMR (City Furnished) [Exchange Meter Set, Replace MTU and Wire the System]	\$147.00	\$88,200.00
3	Each	226	Repair wires only [No meter/MTU exchange. Connecting/Reconnecting wires]	\$75.60	\$17,085.60
4	Each	4800	Exchange meter/Program MTU (City Furnished) [Exchange Meter Set, Program MTU, no wiring]	\$127.05	\$609,840.00
5	Each	3000	Exchange out MTU/program [Includes low battery replacements]	\$114.45	\$343,350.00
6	Each	200	Replace Meter Ring & Lid Meter Tile Lid [Replacement Labor Only]	\$332.85	\$66,570.00
7	Each	36	Replace Meter Pit for 1" meter and smaller	\$1,144.50	\$41,202.00
8	Each	20	Meter Brass Repair	\$224.70	\$4,494.00
9	Each	400	Square meter pit replacement (for AMI) Core drill	\$144.90	\$57,960.00
10	LF	200	Repair / replace meter brass/msc repair with PEX due to leak inside	\$176.40	\$35,280.00
11	Each	100	Replace Curb Stop, Curb Box, Ring, & Lid	\$1,169.70	\$116,970.00
12	LF	3500	Curb Stop Top-End Replace/Rebuild	\$334.95	\$1,172,325.00
13	Each	1000	Clean out curb box	\$88.20	\$88,200.00
14	Each	200	Service Shut [Turn Off Service at the Curb Box]	\$30.45	\$6,090.00
15	Each	140	Temporary Kill [Dig up and Offset Curb Box]	\$859.95	\$120,393.00
16	Hour	140	Renew Service [Dig up and properly set/turn on Curb Box]	\$859.95	\$120,393.00
17	Each	115	Work Repair/Leaking Curb Stop in Parkway	\$859.95	\$98,894.25
18	Each	TBD	Other services not within scope of items 1 through 19 as assigned by the CITY. Contractor to provide documentation of invoiced quantities (Time and Material).	Alternate Unit Prices for Other Services	
			Total Unit Prices: (LAST PAGE ONLY)		TOTAL \$
					\$3,149,996.85

Note 1: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.

**Note 2: If unspecified above or in Section 01000 'Project Requirements', materials shall be furnished by the Contractor.**

**Note 3: Item 23 added as part of Change Order No. 1, executed under contract 9339**

**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](http://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 15<sup>th</sup> 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, sent 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 15<sup>th</sup> 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 15<sup>th</sup> 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



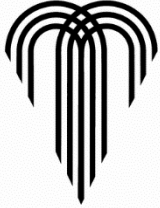
waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, if the directory finds that the contractor 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](http://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.





# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_  
(Department Project)

\_\_\_\_\_  
Department

\_\_\_\_\_  
(Bidder/Proposer)

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, 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 \_\_\_\_\_% MBE and \_\_\_\_\_% 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:** \_\_\_\_\_% MBE \_\_\_\_\_% WBE

**POST-BID/POST-RFP ESTIMATED BUDGET:** \$ \_\_\_\_\_

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 \_\_\_\_\_

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. \_\_\_\_\_

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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



\_\_\_\_\_

**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ %

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		\$ _____	_____ %	

\*“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: \_\_\_\_\_

Address: \_\_\_\_\_

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

Facsimile number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach corporate seal if applicable)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public







# Interdepartmental Communication

**DATE:** October 7, 2024

**TO:** Jamie Guillen, Director - Civil Rights and Equal Opportunity

**FROM:** Marzella Newman-Buckner, Senior Procurement Officer

**SUBJECT:** Contract /Project No.9718-2 /80002377 – City wide Automated Metering Infrastructure 2 Renewal No. 2

Second Year renewal for the subject contract according to agreement with Haines & Associates Construction Co, Inc. The Water Department recommends a second renewal year accordance to Ordinance 220315. The contractor will use the same subcontractors with no modification nor waiver requested. We recommend the City move forward with this contract in the amount of **\$3,000,000.00.**

- This is a prevailing wage contract.
- Bonds are required. (performance and maintenance bond & payment bond)
- The goals are set at 12% MBE and 12% WBE.
- Currently, Haines & Associates, goals are MBE 9.087% and WBE 18.10%
- Note goals will be met, on current contract 9718-1 contractor has not completed the project
- The Current Annual Spend under the contract will be 3,000,000.00.

The contract renewal information available upon request.

DocuSigned by:  
Approved: Rebecca Amezcua-Hogan  
**(CREO Dept. - Director)**

cc: Todd Rohr, Project Manager



# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Automated Metering Infrastructure 2

Project Location/Number 9718-2

**PART I:** Prime Contractor Haines & Associates agrees to enter into a contractual agreement with M/W/DBE Subcontractor ABA 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.]

Plumbing + Construction Division

for an estimated amount of \$ 360,000.00 (or 12 % 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: Haines & Associates Const. Co., Inc.

[Signature]  
Signature: Prime Contractor

Chad Haines  
Print Name

President  
Title

8/26/2024  
Date

State of Missouri )  
County of )

I, Nicole Denise Harlan  
and belief.

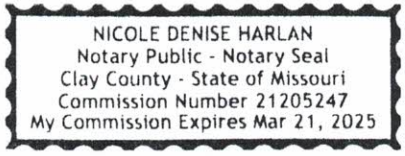
state that the above and foregoing is based on my best knowledge

Subscribed and sworn to before me, a notary public, on this 26  
day of Aug, 2024

My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Abay Construction, Inc

[Signature]  
Signature: Subcontractor

Henok Tekesse  
Print Name

V. president  
Title

08/30/24  
Date

State of Missouri )  
County of Jackson )

I, Mary Beth Sharpe  
and belief.

state that the above and foregoing is based on my best knowledge

Subscribed and sworn to before me, a notary public, on this 30th  
day of August, 2024

My Commission Expires: May 6, 2028

[Signature]  
Notary Public

STAMP:







# LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Automated Metering Infrastructure 2

Project Location/Number 9718-2

**PART I:** Prime Contractor Haines & Associates agrees to enter into a contractual agreement with M/W/DBE Subcontractor TRISK CORP 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.]

TRAFFIC CONTROL

for an estimated amount of \$ 360,000.00 (or 12 % 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: Haines & Associates Const. Co., Inc.

[Signature]  
Signature: Prime Contractor  
President  
Title

Chad Haines  
Print Name  
8/26/2024  
Date

State of Missouri )  
County of Clay )

I, Nicole Denise Harlan  
and belief.

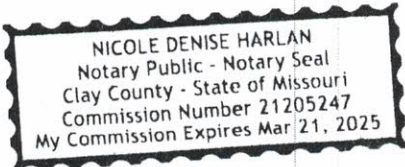
state that the above and foregoing is based on my best knowledge

Subscribed and sworn to before me, a notary public, on this 26  
day of Aug, 20 24

My Commission Expires: 3/21/25

[Signature]  
Notary Public

STAMP:



M/WDBE SUBCONTRACTOR BUSINESS NAME: Rising Construction Services, Inc.

[Signature]  
Signature: Subcontractor  
President  
Title

Kristen Rising  
Print Name  
9.3.24  
Date

State of Missouri )  
County of Jackson )

I, Lisa Moore  
and belief.

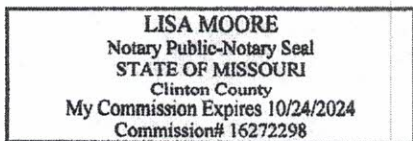
state that the above and foregoing is based on my best knowledge

Subscribed and sworn to before me, a notary public, on this 3<sup>rd</sup>  
day of Sept, 20 24

My Commission Expires: 10-24-2024

[Signature]  
Notary Public

STAMP:









# 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:** \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % 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 displays "Amount Reported by the prime contractor for November 2021 as PAID to You" as "\$500.00" in red. Below this is a "Confirm Reported Amount?" section 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." There is a "Final Payment?" section with three radio button options: "No - our work on this contract continues." (which is 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." The "Is Prime Withholding Retainage?" section has 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 Workforce 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: <a href="mailto:HRDcontractcompliance@kcmo.org">HRDcontractcompliance@kcmo.org</a>	Date:

# 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: <a href="mailto:HRDcontractcompliance@kcmo.org">HRDcontractcompliance@kcmo.org</a>	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 style="width: 100%;" 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 <a href="#">Add to Audit</a>
Asbestos Worker (Journeyman)														Not included in audit <a href="#">Add to Audit</a>

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  Total #
		M	F	M	F	M	F	M	F	M	F	M	F	
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: <a href="mailto:HRDcontractcompliance@kcmo.org">HRDcontractcompliance@kcmo.org</a>	Report Submitted By: _____  Date: _____
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------



## CONTRACT REQUIRED SUBMISSIONS

Project/Contract Number 80002377/9718

Project Title City Wide Automated Metering  
Infrastructure 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 \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

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

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

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

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

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:



Missouri Department of Revenue  
**Project Exemption Certificate**

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

<b>Exempt Entity and Project Information</b>	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) ____/____/____		

<b>Contractor</b>	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 <a href="#">Section 144.062, RSMo</a> . 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

<b>Subcontractor</b>	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](mailto: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.



# PERFORMANCE AND MAINTENANCE BOND

Project/Contract Number 80002377/9718-2

Project Title City Wide Automated Metering  
Infrastructure 2 Renewal No 2

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

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for City Wide Automated Metering Infrastructure 2 Renewal No.2 Contract/Project No. 9718-2/8002377 which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

**CONTRACTOR**

Name, address and facsimile number of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_



(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach seal and Power of Attorney)



## PAYMENT BOND

Project/Contract Number 80002377/9718-2

Project Title City Wide Automated Metering Infrastructure 2  
Renewal No. 2

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

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for City Wide Automated Metering Infrastructure 2 Renewal No. 2 – Contract/Project No. 9718-2/80002377, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

**CONTRACTOR**

Name, address and facsimile number of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(Attach seal and Power of Attorney)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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# AUTHORIZATION TO RELEASE A REVENUE CLEARANCE LETTER

Revenue Division  
414 East 12<sup>th</sup> Street, 2<sup>nd</sup> 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 1<sup>st</sup> Revenue Clearance Letter to: \_\_\_\_\_  
*(Print Name of City Department/Contact Person/E-mail/Fax Number)*

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

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

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

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

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

**A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL**



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## ARTICLE 1 DEFINITIONS AND TERMINOLOGY

### 1.01 Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Contract Documents-** The Contract Documents establish the rights and obligations of the parties and include the Contract, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid Form/Contract (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Intent to Contract), the 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 80002377/9718

Project Title City Wide Automated Metering  
Infrastructure 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 zero (0) copies of the Drawings and one (1) copy of the 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 reports of explorations and tests of subsurface conditions at or contiguous to the Site of the Work have been prepared.

In the preparation of the Contract Documents, no drawings of physical conditions in or relating to existing surface or subsurface structures which are at or contiguous to the Site of the Work are available.

**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 have been prepared.

**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 three (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, Paragraph A, is amended by adding the following after the first sentence:

Property Insurance on the Work at the Site shall be written with a deductible amount not to exceed \$10,000.00.

**SC-6.06 A.1** Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A is amended by adding the following at the end of Paragraph A.1:

Proposed "or-equal" items must be submitted to CITY at least 10 days prior to Bid date at the following address:

Water Services Department  
4800 E 63<sup>rd</sup> Street  
Kansas City, Missouri 64130  
Attn: Terry D. Thomas, Sr., 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 10 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, and Platte

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.

**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-12.01** Article 12, Paragraph 12.01, Time of the Essence is amended by adding the following new Subparagraphs immediately following Subparagraph 12.01 A:

B. Starting and Completion

1. The Work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services For each assigned Service Request, the CONTRACTOR shall have a crew with appropriate equipment on site by 8:00 AM on the first regular business day following the assignment. Once the Work begins, the CONTRACTOR shall continuously pursue completion of the assigned Service Request.

C. Liquidated Damages

1. For each assigned Service Request, if the CONTRACTOR fails to mobilize a crew with the appropriate equipment to the work site by 8 A.M. on the first regular business day following the completion of utility locates, the CONTRACTOR shall pay liquidated damages to OWNER in the amount of ONE HUNDRED DOLLARS & 00/100 (\$100.00) per Service Request for each Calendar Day until a crew is mobilized to the work site with the appropriate equipment.
2. If the CONTRACTOR removes a crew from a work site prior to completing an assigned Work Order without written permission from the OWNER, the CONTRACTOR will pay liquidated damages to OWNER in the amount of FIVE HUNDRED DOLLARS & 00/100 (\$500.00) per assignment.
3. The amount of liquidated damages shall be deducted from any payments due or to become due to CONTRACTOR.

**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. In the event multiple Work Orders have been satisfactorily completed since the previous billing, the individual payments for each Work Order may be combined on one



payment application. Individual work covered by a payment becomes OWNER'S property, provided that the Work paid for remains the sole responsibility of CONTRACTOR until all terms and conditions of the Contract have been met.

**SC-14.04.** Article 14, Paragraph 14.04, Substantial Completion, Subparagraph A is supplemented as follows:

To be considered substantially complete, the following items of the Work must be operational and ready for CITY's continuous use as intended:

**All assigned Work Orders completed in accordance with DIV01 - 01000 Project Requirements and DIV01 – 01015 Specific Project Requirements.**

**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.

**SC-17.06** Article 17, Miscellaneous, is amended by adding the following Paragraph(s) immediately following Paragraph 17.05:

**17.06** The CONTRACTOR agrees to enter into up to two (2) 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

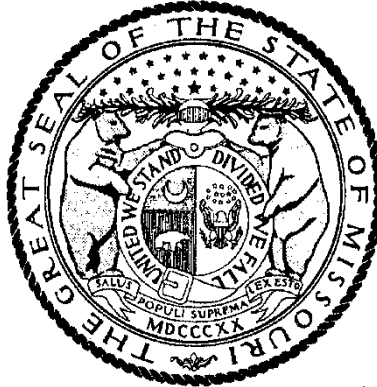
### PREVAILING WAGE

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 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.

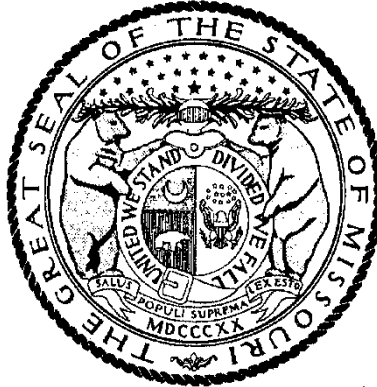
\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

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

# 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.

# 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

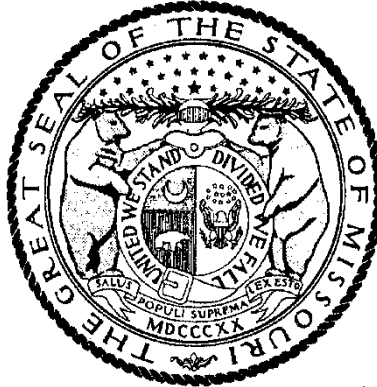
January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

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 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

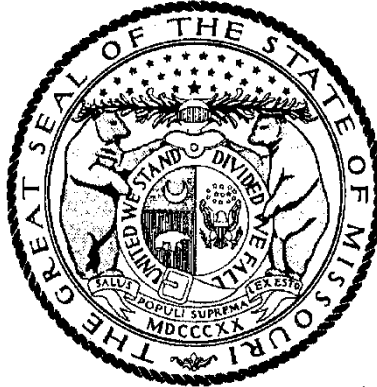
January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

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 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.

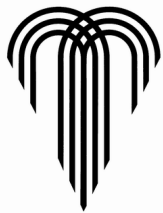
For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on 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.



# REQUEST FOR INTERPRETATION

Project/Contract Number 80002377/9718-2

Project Title City Wide Automated Metering Infrastructure 2  
Renewal No. 2

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 80002377/9718-2

Project Title City Wide Automated Metering  
Infrastructure 2 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 80002377/9718-1

Project Title City Wide Automated Metering  
Infrastructure 2 Renewal No. 1

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

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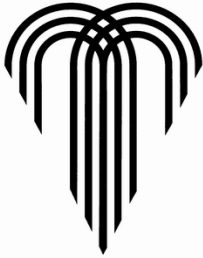
Prepared by Construction Manager

---

REQUESTED by OWNER'S Representative

---

- Distribution:  Owner  
 Contractor  
 Construction Manager  
 Design Professional  
 Consultant \_\_\_\_\_  
 Other \_\_\_\_\_



# CHANGE ORDER

Project Number/Contract No. 80002377/9718-2

Project Title: City Wide automated Metering Infrastructure  
Renewal No. 2

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.]

<b>DESIGN PROFESSIONAL:</b> Name (Type Company Name)	By: (type Name)  Title: (type Title)	Date:
<b>CONTRACTOR:</b> Name (Type Company Name)	By: (type Name)  Title: (type Title)	Date:
<b>CITY:</b> 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 80002377/9718-2

Project Title City Wide Automated Metering

Infrastructure 2 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

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**[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.**

## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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**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**

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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

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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.

**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Contract Closeout Approval Form**

**Date:**  
**Form Prepared By:**

Contract/Project Number:	Project Name:
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Owning Department:	Project Manager:
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Funding:	<input type="checkbox"/> City	<input type="checkbox"/> State	<input type="checkbox"/> Federal	<input type="checkbox"/> CO-OP	<input type="checkbox"/> Grant:	Other:
Project Requirements:	<input type="checkbox"/> M/WBE	<input type="checkbox"/> DBE	<input type="checkbox"/> SLBE	<input type="checkbox"/> Section 3	<input type="checkbox"/> N/A	
Tax Incentive:	<input type="checkbox"/> LCRA	<input type="checkbox"/> TIF	<input type="checkbox"/> PIEA	<input type="checkbox"/> N/A	<input type="checkbox"/> Other:	
Prevailing Wage:	<input type="checkbox"/> Yes	<input type="checkbox"/> No				
Davis-Bacon:	<input type="checkbox"/> Yes	<input type="checkbox"/> No				
Construction Employment Program:	<input type="checkbox"/> Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.					
	<input type="checkbox"/> NO: Workforce hours are less than 800 and project cost is less than \$300,000.					

Developer/Prime:	Address:
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<b>Contract Type:</b>			
<input type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services
<input type="checkbox"/> General Service	<input type="checkbox"/> Concession	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Non-Municipal Agency
<input type="checkbox"/> Co-Operative	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Facilities Maintenance/Repair/Renovation	
<input type="checkbox"/> Other:			

**This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).**

**FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:**

<b>Economic Equity &amp; Inclusion Goals:</b>		
<input type="checkbox"/> Approved	<input type="checkbox"/> LD's/Penalties Assessed \$	<input type="checkbox"/> Not Applicable
<b>Electronic Record?</b>		
<input type="checkbox"/> Yes		<input type="checkbox"/> No

Economic Equity & Inclusion Division Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Prevailing Wage:</b>		
<input type="checkbox"/> Approved	<input type="checkbox"/> LD's/Penalties Assessed \$	<input type="checkbox"/> Not Applicable
<b>Electronic Record?</b>		
<input type="checkbox"/> Yes		<input type="checkbox"/> No

Contract & Labor Standards Division Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Workforce Program:</b>		
<input type="checkbox"/> Approved	<input type="checkbox"/> LD's/Penalties Assessed \$	<input type="checkbox"/> Not Applicable
<b>Electronic Record?</b>		
<input type="checkbox"/> Yes		<input type="checkbox"/> No
<b>Public Commendation Recommended:</b>		
<input type="checkbox"/> Yes		<input type="checkbox"/> No

Contract & Labor Standards Division Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Additional Comments:</b>



## **SECTION 01000 – GENERAL PROJECT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. This section covers the general project requirements for all projects.

#### **1.02 RELATED SECTIONS**

- A. Section 00700 – General Conditions.
- B. Section 00800 – Supplementary Conditions.
- C. Section 01015 – Specific Project Requirements.
- D. Section 01020 – Record Documents.
- E. Section 01300 – Submittals.
- F. Section 01566 – Cleanup Operations.
- G. Section 01570 – Temporary Erosion Control.
- H. Section 01580 – Project Signs.
- I. Section 01581 – Public Communications.
- J. Section 02180 – Clearing and Grubbing.
- K. Section 02190 – Demolition and Disposal of Debris.
- L. Section 02200 – Earthwork.
- M. Section 02949 – Tree Protection, Removal and Replacement.

#### **1.03 CODES AND STANDARDS**

- A. By reference, as applicable for the Work being performed.

#### **1.04 SUBMITTALS**

- A. Submit as specified in Section 01300 – Submittals.
- B. Project Communications:
  - 1. Progress Meeting Minutes.
- C. Other:
  - 1. Description and location of offsite storage arrangements.
  - 2. Construction Site Plan.
  - 3. Safety Representative.

#### **1.05 QUALITY ASSURANCE**

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

#### **1.06 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Storage of materials and equipment shall conform to manufacturer's recommendations.
- B. Storage of equipment and material shall not interfere with public access and/or safety.
- C. All material shall be protected from weather. Gaskets shall be protected from exposure to sunlight.
- D. Offsite Storage:
  - 1. Offsite storage arrangements shall be approved by the City for all materials and equipment.



2. It is the Contractor's sole responsibility to provide adequate and satisfactory security and protection.
  3. Offsite storage facilities shall be bonded and accessible to City.
- E. Preparation for Shipment:
1. All materials and equipment incorporated into the project shall be suitably packaged to facilitate handling and protect against damage during transit and storage.
  2. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage. All painted surfaces, which are damaged prior to acceptance of materials and equipment, shall be repainted to the satisfaction of the City.
  3. Pipe and fitting linings shall be protected against damage.
  4. Each item, package, bundle of material, or piece of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

#### 1.07 MATERIALS SELECTION AND ACQUISITION

- A. The Contractor shall not use materials or equipment removed from existing premises, except as specifically permitted by the Contract Documents. All products shall be new, never used before, unless otherwise specified.
- B. Provide interchangeable components of the same manufacturer, for similar removable components, such as: T-bolts, glands, gaskets, manhole rings and covers, etc.

#### 1.08 CONSTRUCTION SITE PLAN

- A. Unless otherwise specified in Section 01015 – Specific Project Requirements, prior to the start of work, the Contractor shall submit a site plan showing the locations and dimensions of temporary facilities which include, but are not limited to, the following layouts and details:
  1. Equipment and material storage area (on-site and off-site).
  2. Access and haul routes.
  3. Avenues of ingress/egress in fenced areas.
  4. Details of the fence installation.
  5. Any areas which may have to be protected to prevent the tracking of mud.
  6. Indicate if a supplemental or other staging area is being utilized.
  7. Show locations of safety and construction fencing, job site trailer, construction entrances, trash dumpsters, temporary sanitary facilities and parking areas for project personnel.
  8. Indicate locations of concrete washout facilities.

#### 1.09 EASEMENTS AND RIGHTS-OF-WAY

- A. The City will furnish the Site in accordance with Section 00700 - General Conditions. The Contractor shall confine construction operations to the immediate vicinity of the Site shown in the Contract Documents and shall use due care in placing construction tools, equipment, excavated materials, construction materials and supplies to cause the least possible damage to property and least possible interference with public traffic.

- B. On Private Property:
  - 1. The permanent easements are as noted in the Contract Documents. No additional temporary construction easements have been obtained, unless otherwise indicated in the Contract Documents. The Contractor shall set stakes to mark the boundaries of construction easements across each private property. The stakes shall be protected and maintained until completion of the Work. After cleanup has been completed in accordance with Section 01566 – Cleanup Operations, the Contractor shall remove all construction stakes.
  - 2. The Contractor shall not enter any private property outside the designated construction easement boundaries without written permission from the owner of the property.
  - 3. Should it become necessary to use or occupy the land beyond the limits of the Site (as defined by Section 00700 – General Conditions), the Contractor shall obtain a written agreement with each affected property owner and tenant. Each agreement shall clearly outline the terms for which the Contractor may utilize the property and shall be fully executed by the Contractor, the property owner and the tenant (when applicable).
  - 4. Whenever the easement is occupied by crops which will be damaged by construction operations, the Contractor shall notify the property owner sufficiently in advance so that the crops may be removed before the Work is started. The Contractor is responsible for all damage to crops outside the easement and shall make satisfactory settlement for the damage directly with the property owner.
  - 5. Where the Work impacts fields that are leveled for irrigation or terraced, the Contractor shall relevel irrigated fields and replace all terraces to their original or better condition and to the satisfaction of the property owner.
- C. Crossing State Highways:
  - 1. The City has obtained permission from the Missouri Department of Transportation (MoDOT) for the construction of the Work. The Contractor shall secure all necessary MoDOT permits and post bond as required for construction within the limits of the MoDOT right-of-way. All work within MoDOT right-of-way shall be in conformance with MoDOT regulations. The permit must be secured before any construction is started within MoDOT right-of-way.

#### 1.10 MAIL BOXES

- A. The U.S. Post Office Department’s regulations prohibit the delivery of mail to addresses where there are no mailboxes or where the mailboxes are not readily accessible because of construction excavation.
- B. The Contractor’s execution of the Work shall not impede delivery of the mail. The Contractor shall ensure that all mail delivery to all mail boxes is uninterrupted. All excavated material, equipment, supplies shall be kept clear of mail boxes to allow normal access for mail delivery personnel and vehicles.
- C. When removal of a mail box is necessary to facilitate the Work, it shall be removed, stored and re-set to its original position and elevation. From the time a mail box is removed, it shall be re-set and the surrounding area stabilized and restored within 24 hours.

1.11 LINES AND GRADES

- A. All Work shall be done to the lines, grades and elevations indicated in the Contract Documents.
- B. Basic horizontal and vertical control points are provided in the Contract Documents. All additional survey, layout and measurement work shall be performed by the Contractor as a part of the Work.
- C. The Contractor shall provide an experienced instrument person, competent assistants and all instruments, tools, stakes and other materials required to complete the survey, layout and measurement work.
- D. The Contractor shall provide qualified personnel, materials and equipment (tools, stakes and other materials) as may be required for the following tasks needed in the Work:
  - 1. Establish or designate control points.
  - 2. Establish construction easement boundaries.
  - 3. Verify survey.
  - 4. Verify layout shown on the Contract Documents.
  - 5. Verify and document work performed by the Contractor.These efforts shall be included in the Contractor's bid price and performed at no additional cost to the City.
- E. The Contractor shall remove and reconstruct, at no additional cost to the City, any Work that was improperly installed or improperly located.
- F. See Section 01020 – Record Documents, paragraph SURVEY REQUIREMENTS for additional requirements.

1.12 CONNECTIONS TO EXISTING FACILITIES

- A. Unless otherwise specified or indicated, the Contractor shall make all necessary connections to existing facilities. This includes, but is not limited to, structures, drain lines, water utilities, sewer utilities, gas utilities, communications utilities and electric utilities. In each case, the Contractor shall receive permission from the City or the owning utility prior to undertaking a connection. The Contractor shall protect facilities against deleterious substances and damage.
- B. Connections to existing facilities that are in service shall be thoroughly planned in advance. All required equipment, material and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) to complete connections in the minimum time possible. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

1.13 UNFAVORABLE CONSTRUCTION CONDITIONS.

- A. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine operations to Work that will not be adversely affected by such conditions.
- B. No portion of the Work shall be constructed under conditions that would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a manner acceptable to the City.

- 1.14 UNDERGROUND FACILITIES AND ASSOCIATED RESTORATION
- A. As provided in Section 00700, paragraph 4.04 of the General Conditions, the Contractor shall perform all cutting and patching required for the Work and as may be necessary in connection with locating all underground facilities, installation of Work, uncovering Work for inspection or for the correction of defective Work.
  - B. The Contractor shall perform all cutting and patching required for and in connection with the Work, including but not limited to the following:
    - 1. Removal of improperly timed Work.
    - 2. Removal of samples of installed materials for testing.
    - 3. Alteration of existing facilities.
    - 4. Installation of new Work.
  - C. The Contractor shall provide all shoring, bracing, supports and protective devices necessary to safeguard all Work and existing facilities during cutting and patching operations. The Contractor shall not undertake any cutting or demolition that may affect the structural stability of the Work or existing facilities without City's approval.
  - D. Materials shall be cut and removed as required to complete the Work. Materials shall be removed in a careful manner, with no damage to adjacent facilities or materials. The Contractor shall remove all excavated materials from the site that cannot be incorporated in the Work.
  - E. All Work and existing facilities affected by cutting operations shall be restored with new materials, or with salvaged materials acceptable to City, to obtain a finished installation with strength, appearance and functional capacity required to match the existing area. If necessary, entire surfaces shall be patched and refinished.
  - F. The Contractor, at no extra cost to the City, shall replace all surface features damaged, removed or so designated to be replaced.

1.15 ENVIRONMENTAL PROTECTION

- A. Laws and Regulations:
  - 1. The Contractor shall conform to all laws and regulations as required by Section 00700 – General Conditions, Article 6 – Contractor's Responsibilities.
- B. Storm Water Runoff:
  - 1. Storm Water Pollution Prevention Plan (SWPPP): As required by Section 00700 – General Conditions, Article 6 – Contractor's Responsibilities.
  - 2. Erosion Sediment Control: See Paragraph 1.25.
  - 3. The Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities. See paragraph 1.38.
  - 4. Dewatering: As required by Section 02200 – Earthwork.
  - 5. Concrete Washout Facilities: As required by Section 01566 – Cleanup Operations.
- C. Air Pollution:
  - 1. Burning: No open burning will be permitted.
  - 2. Dust Control: See paragraph 1.37.
- D. Other Construction Activities:
  - 1. Disposal of Demolition Material: As required by Section 02190 – Demolition.
  - 2. Disposal of Debris: Section 02180 – Clearing and Grubbing and Section 02200 – Earthwork.

3. Protection of Wetlands: As shown on the Drawings or as specified in Section 01015 – Specific Project Requirements.
4. Floodplains: As shown on the Drawings or as specified in Section 01015 – Specific Project Requirements.
5. Cleanup and Site Maintenance: As required by Section 01566 – Cleanup and Site Maintenance.

1.16 LICENSES, PERMITS, AND CERTIFICATES

- A. Requirements for licenses, permits and certificates are provided in Section 00700 – General Conditions, paragraph 6.09.
- B. Permitting exceptions (if any) are noted in Section 00800 – Supplementary Conditions.

1.17 APPLICABLE CODES

- A. Standard specifications of the Kansas City, Missouri Department of Public Works are, by reference, hereby made a part of this contract specifications. See Section 01015 – Specific Project Requirements for additional information.

1.18 REFERENCE STANDARDS

- A. See Section 00700 – General Conditions, paragraph 3.02 for references to standards and specifications of technical societies.

1.19 PRECONSTRUCTION CONFERENCE

- A. A Preconstruction Conference will be held in accordance with Article 2 of the General Conditions. The conference will be held at a mutually agreed time and location. The conference shall be attended by:
  1. Contractor and the project superintendent.
  2. Design Professional.
  3. Resident Project Representative.
  4. Representatives of City.
- B. Other participants as requested by the Contractor, City, or Design Professional; such as the following:
  1. Principal Subcontractors.
  2. Representative of principal suppliers and manufacturers as appropriate.
  3. Utility Company representatives.
  4. Governmental representatives as appropriate.
  5. The Contractor shall bring to the conference the Preliminary Schedules described in Article 2 of the General Conditions (Preliminary Project Schedule, Preliminary Schedule of Values, Preliminary Schedule of Shop Drawings and Samples) and other pertinent information.
- C. The purpose of the conference is to designate responsible personnel and to establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda shall include, but not limited to, the following:
  1. Contractor's Preliminary Schedules.
  2. Document Management.
  3. Processing Applications for Payment.
  4. Maintaining record documents and electronic data requirements.
  5. Critical Work sequencing.
  6. Field decisions and Change Orders.

7. Use of premises, field office, material storage areas, security, housekeeping, and City's needs.
  8. Major equipment deliveries and priorities.
  9. Contractor's assignment for Safety Representative.
  10. Expectations and the Contractor's plan for Environmental Protection.
- D. City or Design Professional will preside at the conference, will arrange for keeping the minutes and will distribute the minutes to all persons in attendance.

1.20 PROGRESS MEETINGS

- A. The Contractor shall schedule and hold progress meetings at least monthly, at other times as requested by the City or as needed by the progress of the Work. The Contractor, City, Design Professional, and all Subcontractors active on the Site shall be represented at each meeting. The Contractor may, at their discretion, request attendance of their suppliers, manufacturers or other utilities.
- B. The Contractor shall preside at the meeting. Meeting minutes shall be prepared and distributed by the Contractor after review by the City or Design Professional. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling and resolve problems which may have developed on the project.

1.21 SAFETY REPRESENTATIVE

- A. In accordance with Section 00700 – General Conditions, Article 6 – Contractor's Responsibilities, the Contractor shall submit the name and complete contact information for the person designated as the Safety Representative for the Project.
- B. In accordance with Section 01300 – Submittals, This information shall be submitted prior to the Preconstruction Conference.
- C. If the Safety Representative changes during the Project, the Contractor shall designate a new person to fulfill the role and submit their name and complete contact information.

1.22 SITE ADMINISTRATION

- A. The Contractor is responsible for all areas of the site used by their personnel and all Subcontractors in the performance of the Work. The Contractor will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. The Contractor has the right to exclude from the site all persons who have no purpose related to the Work or its inspection and may require all persons on the site to observe the same regulations as their personnel.

1.23 CLEAN-UP

- A. The Contractor shall conduct cleanup operations in accordance with Section 01566 – Project Cleanup.

1.24 FINAL ACCEPTANCE

- A. Final Acceptance of the Work shall be in accordance with Section 00700 – General Conditions, Article 14.

- 1.25 EROSION AND SEDIMENT CONTROL
- A. Work associated with erosion and sedimentation control shall be done in accordance with Section 01570 – Temporary Erosion and Sediment Control.
- 1.26 STREET LIGHTS
- A. Relocation or restoration of streetlights due to construction interference shall be included in the Contractor’s Bid Price. No separate measurement and payment will be made. The Contractor shall notify and coordinate street light relocations with the Public Works Department:
- Street Lights Division  
Phone: (816) 513-9500.
- 1.27 PROJECT SIGNS
- A. Work associated with Project signs shall be done in accordance with Section 01580 – Project Signs.
- 1.28 RESTORATION
- A. The Contractor shall replace all surface material and shall restore all paving, curbs, gutters, sidewalks, driveways, shrubbery, fences, sod and all other features disturbed to a condition of equal to or better than before the work began, furnishing all material, labor and equipment incidental thereto.
- 1.29 WATER
- A. The City will furnish, without charge, all water necessary for the Work (i.e., filling, flushing, testing and disinfecting completed water lines). The Contractor shall make arrangements with the City for all water used.
- B. Use of the City’s water facilities shall be at the direction of the Water Services Department so that water is not wasted and service to customers is not impaired.
- C. Any water furnished by the City must be obtained from an existing City main.
- D. The Contractor shall use a Reduced Pressure Zone (R.P.Z.) Backflow Preventer and meter when connected to the City’s water system. The Contractor shall contact the Kansas City Fire Department (KCFD) at (816) 513-4645 to purchase a hydrant meter permit. After securing a hydrant meter permit from KCFD, the Contractor shall present the permit to the Consumer Services desk located at Water Services Department headquarters, 4800 E. 63<sup>rd</sup> Street, KCMO. The Contractor shall apply for and pay Consumer Services the refundable security deposit. If approved, the Contractor shall contact the Water Services Backflow Department at (816) 513-4797 to schedule the installation of the R.P.Z./Meter (hydrant meter). The Contractor shall provide the location of the hydrant where the R.P.Z./Meter is to be installed. The Contractor shall contact the Backflow Department to have the R.P.Z./Meter moved or returned to Water Services. Jetting and Vacuum trucks with approved backflow prevention devices or air gap separation are not required to utilize a R.P.Z. backflow preventer; however, a meter to track water usage shall be used at all the times. The Jetter/Vac Contractor shall contact the Water Services Backflow Department for issuance of the meter and pay the associated refundable security deposit. In all cases, the Contractor is solely responsible for any and all damage to the equipment issued by the Water Services Backflow Department. The cost to repair the damage or the cost of complete replacement of the unit shall be deducted from the security deposit.

- E. All costs for labor, material, equipment and services needed to obtain water for construction purposes shall be included in the Bid. No separate measurement or payment will be made to make connections.

#### 1.30 OPERATION OF EXISTING VALVES

- A. The Contractor shall not operate any valves on the City's system without direct supervision from a Water Services Department representative.
- B. If the Contractor needs valves operated, the request shall be made at least forty-eight (48) hours in advance to Water Services for such operation, also giving notice to any affected customers/properties in accordance with the notification requirements outlined in Section 01581 – Public Communications.
- C. The hydrant branch valves may be operated in the presence of a Water Services Department representative with no official advance notification.
- D. All fire hydrants and water valves shall be kept free from obstruction and available for use at all times.

#### 1.31 BARRICADES AND LIGHTS

- A. All streets, roads, highways and other public thoroughfares which are closed to traffic shall be protected by effective barricades and acceptable warning signs. Barricades shall be located per the approved traffic control plan and associated permit.
- B. All trenches and other excavations shall be covered and shall have suitable barricades, signs and lights to provide adequate protection to the public. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.
- C. All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and execution of the Work on or alongside public streets and highways shall cause the minimum obstruction and inconvenience to the traveling public.
- D. All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and as required by the authority having jurisdiction; such as, Work within railroad right-of-way, highway right-of-way, etc.

#### 1.32 EXISTING FENCING

- A. All existing fences affected by the Work shall be maintained by the Contractor until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence and the period the fence may be left relocated or dismantled has been agreed upon.
- B. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- C. On completion of the Work across any tract of land, the Contractor shall restore all fences to their original location and to their original or better condition.

#### 1.33 SAFETY FENCING

- A. Provide fencing along the construction site at all open excavations and tunnels to control access by unauthorized people.



- B. The safety fencing must be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 48 inches high and maximum mesh size of 2 inches, supported and tightly secured to steel posts located on maximum 10-foot centers, constructed at the approved location.
- C. Remove the fence from the work site upon completion of the Work.

1.34 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction operations.
- B. All pavement, surfacing, driveways, curbs, gutters, sidewalks, buildings, utility poles, guy wires, fences, and all other features and structures affected by construction operations, together with all sod and shrubs in yards, parkways, medians and green spaces, shall be restored to their original condition, whether within or outside the right-of-way or easement. All replacements shall be made with new materials.
- C. Work associated with tree protection, removal and replacement shall be done in accordance with Section 02949 – Tree Protection, Removal and Replacement.

1.35 DAMAGE TO EXISTING PROPERTY

- A. The Contractor is solely responsible for any damage to existing features, structures, Work, materials, or equipment because of their operations and shall repair or replace any damaged features, structures, Work, materials, or equipment to the satisfaction of the City and at no additional cost to the City.
- B. The Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. The Contractor is responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or personnel to or from the Work. The Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.36 NOISE CONTROL

- A. The Contractor shall conduct construction operations as described herein and in compliance with the City of Kansas City, Missouri Code of Ordinances, Chapter 46 – NOISE CONTROL.
- B. The Contractor shall take all reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices and operated in a manner to cause the least noise, consistent with the efficient performance of the Work.
- C. During construction activities on or adjacent to occupied buildings and when appropriate, the Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct their operations to avoid unnecessary noise which might interfere with the activities of the building occupants.

- D. All work including, but not limited to, excavation, demolition, alteration, or repair being performed in or adjacent to a residential area other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety, shall require a letter of permission from the Water Services Department of the City of Kansas City, Missouri.

1.37 DUST CONTROL

- A. The Contractor shall control dust in accordance with Section 01566 – Cleanup Operations, paragraph DUST CONTROL. The Contractor shall take all reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by the approved application of an approved chemical suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.38 POLLUTION CONTROL

- A. The Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris or other substances resulting from the construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers and all reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

1.39 SECURITY

- A. The Contractor is solely responsible for security and protection of the site. This includes protecting all Work, materials, equipment, existing facilities and all temporary facilities against theft, vandals and access by unauthorized persons.
- B. No claim shall be made against the City by reason of an act of an employee or trespasser. The Contractor shall make good on all damage and theft of property resulting from the Contractor’s failure to provide adequate security measures.

1.40 PARKING

- A. The Contractor shall provide and maintain suitable parking areas for the use of all City personnel, construction workers and others performing work or furnishing services in connection with the Project. Suitable parking is required to avoid the need for parking personal vehicles where they may interfere with traffic, City’s operations, or construction activities.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

## SECTION 01015

### SPECIFIC PROJECT REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 Section Description

- A. This section provides for certain administrative and construction requirements relating to this project. The purpose of this project is to provide for the repair or replacement of inoperable curb boxes on existing water service lines; to upgrade existing meter sets for Automatic Meter Reading (AMR); and to replace other items such as galvanized pipes as needed.
- B. Contractor's responsibility:
1. The Contractor will provide one crew, the primary crew, on a daily basis (Monday through Friday) to complete assigned WOs. The makeup of the crew shall be tailored as needed to complete the assigned WO.
  2. The Contractor will provide a second crew, the secondary crew, when a second WO is given to the Contractor. The makeup of the crew shall be tailored as needed to complete the assigned WO.
  3. In cases of special need and when mutually agreed, the Contractor will provide more than two crews.
- B. The work to be performed under this Contract consists of furnishing all labor, materials (except those materials specifically listed under Materials Furnished By Owner), equipment, tools, superintendence, and all services necessary to perform the following work complete with all appurtenances:

##### **Item No.1**

##### **Site Visit (No work is done, leaving a notice only)**

- Visit site of service request.
- Leave a no work card/notice
- Site visits are NOT to be additionally charged on any other item listed herein, as site visits are strictly for when no work is being performed.

##### **Item No.2**

##### **Install AMR (Exchange Meter Set, Replace MTU, and Wire the System)**

- Replace lid with approved composite material, if required.
- Install MTU on underside of lid.
- Remove existing meter.
- Replace with new AMR meter.
- Install wiring from MTU to meter.
- Program MTU.

##### **Item No.3**

##### **Repair Wires Only (No Meter/MTU Exchange. Connect/Reconnect wires)**

- Install wiring from MTU to meter.

**Item No.4**

**Exchange Meter/Program MTU (Exchange meter set, Program MTU. No wiring)**

- Replace lid with approved composite material, if required.
- Remove existing meter.
- Replace with new AMR meter.
- Program MTU.

**Item No.5**

**Exchange MTU/Program MTU (Includes Low Battery Replacements)**

- Remove existing MTU.
- Replace with new MTU.
- Install wiring from MTU to meter, if necessary.
- Program MTU.

**Item No.6**

**Replace Meter Ring & Meter Tile Lid (Replacement Labor Only)**

- Replace meter ring.
- Replace lid with approved composite material.

**Item No.7**

**Replace Meter Pit for 1" meter or smaller**

- Locate existing meter
- Excavate and expose existing water service line and meter
- Replace lid with approved composite material.
- Install MTU on underside of lid.
- Remove existing meter pit
- Replace with new meter pit.
- Install wiring from MTU to meter, if necessary.
- Program MTU.

**Item No.8**

**Meter Brass Repair**

- Replace existing galvanized water services with K-copper tubing.
- Use method of boring to install K-copper water service.
- Connect the new K-copper water service to existing corporation stop at main.
- Restore disturbed areas excluding pavement

**Item No. 9**

**Square Meter Pit Replacement (for AMI) Core Drill**

- Pull up existing meter lid.
- Drill a 1.5-inch diameter hole into the meter lid.
- Install MTU on underside of lid.
- Install wiring from MTU to meter.
- Program MTU.

**Item No.10**

**PEX Meter Setter Replacement**

- Remove existing meter set.
- Replace entire meter assembly, including yoke, valve, unmeasured flow reducer, fittings, and appurtenances using PEX pipe.

**Item No.11**

**Replace Curb Stop, Curb Box, Ring & Lid (Includes Dig Up)**

- Excavate and remove existing curb stop, curb box, ring and lid.
- Install new curb stop, curb box, ring and lid, and operate new curb stop.
- Restore disturbed areas excluding pavement.

**Item No. 12**

**Curb Stop Top-End Replace/Rebuild**

- Excavate and remove existing curb box.
- Reinstall existing curb box & adjust so the curb stop is operable.
- Reinstall the existing ring & lid.

**Item No. 13**

**Clean Out Curb Box**

- Remove any debris from the curb box.

- C. All materials furnished and all work done shall be in complete conformance with the current KCMO Standards and Specifications.
- D. The Owner shall provide a list containing the addresses of the curb boxes to be repaired with priority indicated.

The Contractor shall perform curb box shuts after a property owner has received two (2) required notices, but does not schedule an appointment for the installation of the AMR Meter set and MTU. These curb box shuts are to be performed with the addition of installing “concrete bullets”, furnished by the Owner. Shuts may only be performed during the days and times established by the Owner.

**1.2 Materials Furnished by the Owner**

- A. Owner will furnish, upon written request from the Contractor and without charge to the Contractor, the materials tabulated below through the Water Services Department Stores or a third-party supplier if specified below. All other materials required to complete the work in accordance with the Contract Documents shall be furnished and installed by and at the expense of the Contractor.

	<b>Quantity</b>	<b>Units</b>	<b>Item</b>
B.	As Required to Complete the Work	Each	MTU (Meter Transmitting Unit)
	As Required to Complete the Work	Each	AMR for Meters
	As Required to Complete the Work	Each	Meters
	Three	Each	Tablets (MTU Programmer) [If lost, Contractor fully responsible for replacement cost of \$3,500.00]

Contractor shall pick up owner-furnished materials, to be supplied directly from the Meter Field Services at 1720 Wabash Ave, Kansas City, MO or other locations as required.

C. All materials furnished by the Owner which are damaged, lost or stolen after its acceptance by the Contractor shall be replaced at the expense of the Contractor. The Contractor, or his authorized representative, shall sign a bill of receipt for all materials withdrawn from Meter Field Services or furnished by the Owner through a supplier. All owner-furnished materials 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.

### 1.3 Prevailing Wage Rate

A. The prevailing wage rate provisions have been reviewed with respect to this work and it has been determined that the following classifications apply.

Wage Rates:                    **County – Cass, Clay, Jackson, and Platte**  
**State - Heavy**

B. The Contractor is required to pay the higher hourly rate for each occupational title.

### 1.4 Contract Specifications

A. The work shall conform to these Project Specifications, contained within the Project Manual, and to the latest revision of the KCMO Standards and Specifications for Water Main Extensions and Relocations and the Rules and Regulations for Water Service Lines, which are made a part hereof by reference. These Standards and Specifications in pdf format are available for viewing and printing from the City website at <http://www.kcmo.gov>.

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 KCMO 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.

#### **1.5 Database Record Documents**

- A. The Contractor shall record completion of work items for each assigned water service in the Hansen Mobile App and other pertinent information, using a temporary user ID and password provided by the Owner. The Contractor shall update the database regularly and provide to the Owner electronic copies of the revised database.
- B. For each submitted pay application, the Contractor shall submit to Owner an electronic copy of the ACCESS database with current information for each completed work item in the pay application.

#### **1.6 Customer Appointment Making**

- A. The Contractor shall have and maintain a phone line for customers to call and set appointments with the Contractor for AMR installation on their properties when required. This line should operate during the normal business hours of the Contractor

END OF SECTION 01015

## SECTION 01260

### MEASUREMENT AND PAYMENT

- A. General:** Payment for Work performed by the CONTRACTOR under these Contract Documents will be made in accordance with the General Conditions at the approved contract unit prices. Such payment shall compensate the Contractor for all labor, equipment, materials, tools, incidental expense, and all Work and risk necessary to complete the project as indicated by the Work Orders, Specifications, Standards, and Contract Documents.
- B. Measurement:** For each repair location, the CONTRACTOR will receive from the Water Services Department a file noting the service request information and the estimated unit item quantities. No work shall be given to the CONTRACTOR verbally.
- C. Payment:**
- Site Visit:** Payment for this item shall be made at the contract bid unit price for each Site Visit made in order to leave a no work card/notice.
  - Install AMR (Exchange Meter Set, Replace MTU, and Wire the System):** Payment for this item will be made at the contract bid unit price for each new meter tile and AMR meter set and corresponding MTU installed in accordance with WSD's Rules and Regulations for Water Service Lines. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
  - Repair Wires Only:** Payment for this item shall be at the contract bid unit price for *only* installing wires from the MTU to the meter installed in accordance with WSD's Rules and Regulations for Water Service Lines. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
  - Exchange Meter Set and Replace MTU:** Payment for this item shall be at the contract bid unit price for each AMR meter and corresponding MTU installed. When entering premises, slip shoe coverings on to avoid tracking dirt into customer's homes, and ensure someone at least 18-years of age is home. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
  - Exchange MTU/Program MTU:** Payment for this item shall be at the contract bid unit price for each MTU replaced. These repairs do not require home access. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.



6. **Replace Meter Ring & Meter Tile Lid:** Payment for this item shall be made at the contract bid unit price for *only* replacing the ring and lid. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
7. **Replace Meter Pit for 1” or smaller:** Payment for this item shall be at the contract bid unit price for each meter pit and lid. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
8. **Meter Brass Repair:** Payment will be made at the contract bid unit price for a Meter Brass repair made to a domestic service in accordance with WSD’s Rules and Regulations for Water Service Lines. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
9. **Square Meter Pit Replacement (for AMI) Core Drill:** Payment for this item will be made at the contract bid unit price for each meter tile drilled and corresponding MTU installed in accordance with WSD’s Rules and Regulations for Water Service Lines. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
10. **PEX Meter Setter Replacement:** Payment for this item shall be at the contract bid unit price for each Meter Set replaced in accordance with WSD’s Rules and Regulations for Water Service Lines. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
11. **Replace Curb Stop, Curb Box, Ring and Lid (Includes Dig Up):** Payment for this item shall be at the contract bid unit price for each Curb Stop and Curb Box assembly installed simultaneously in accordance with WSD’s Rules and Regulations for Water Service Lines. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
12. **Curb Stop Top-End Replace/Rebuild:** Payment for this item shall be made at the contract bid unit price for *only* replacing the ring and lid. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
13. **Clean Out Curb Box:** Payment will be made at the contract bid unit price for only cleaning debris from a curb box. Such payment shall constitute full compensation for

all labor, materials, and equipment for cleaning, removal and disposal of unsuitable materials, traffic control, and for all Work necessary to complete this item.

14. **Service Shut:** Payment will be made at the contract bid unit price for a Service Shut. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
15. **Temporary Kill (Offset Curb Box):** Payment will be made at the contract bid unit price for a Temporary Kill made to a domestic service in accordance with WSD's Rules and Regulations for Water Service Lines. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
16. **Renew Service (Properly Set Curb Box):** Payment will be made at the contract bid unit price for undoing a temporary service kill made to a domestic service in accordance with WSD's Rules and Regulations for Water Service Lines. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.
17. **Work Repair/Leaking Curb Stop:** Payment will be made at the contract bid unit price for a repairing a leaking curb stop. Such payment shall constitute full compensation for all material, labor, equipment, disposal, and hauling of excess materials, permits, backfill, grading, and seeding of greenways, and traffic control for all Work necessary to complete the item, excepting pavement restoration.

END OF SECTION 01260



**APPLICATION FOR PAYMENT**  
**Project/Contract No. 80002377/9718-2**  
**Project Title: City Wide Automated Metering Infrastructure 2**

**Renewal No. 2** Final Payment<sup>5</sup>

CONTRACTOR \_\_\_\_\_

Address \_\_\_\_\_

Application Number<sup>2</sup>: \_\_\_\_\_  
 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 <sup>3</sup>	[-]	[4a]	\$	-
Stored Material <sup>4</sup>	[5]	\$	-	
Disputed Amounts <sup>3</sup>	[-]	[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 <sup>7</sup>	[15]	\$	-	[-] \$ -
MBE/WBE Program <sup>7</sup>	[16]	\$	-	[-] \$ -
Workforce Program <sup>7</sup>	[17]	\$	-	[-] \$ -
<b>Total Amount Due Contractor (13 - 14 through 17)</b>		[18]	\$	-

Accompanying Documentation: <sup>1, 2, 3, 4, 5, & 6</sup> 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.

\_\_\_\_\_  
 Contractor By \_\_\_\_\_  
 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)

<sup>1</sup>See General Conditions Article 14.02 A and B

<sup>2</sup>Proof of tax compliance if 1st payment and if Contract amount exceeds \$150,000.00

<sup>3</sup>Schedule of Values--Denote any amounts currently disputed in this application. Attach additional dispute documentation if required.

<sup>4</sup>If requesting payment for stored materials, see General Conditions Article 14.02 A.1

<sup>5</sup>If final payment, current proof of tax compliance if Contract is longer than 1 year and amount exceeds \$150,000.00.

<sup>6</sup> 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

<sup>7</sup>Applicable only if final payment

**REMINDER:** CONTRACTOR is responsible for meeting or exceeding the the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendements modifying the amount CONTRACTOR is to be compensated will have correspondingly impacted the amount of compensation due D/M/WBEs for purposes of meeting or exceeding the Bidder/Proposer participation. CONTRACTOR is again reminded to consider the effect of any Change Order or amendment, and to submit a Request for Modification/Substitution if appropriate.

Distribution:      Owner                      Project Manager  
                         Contractor                      Design Professional  
                         Construction Manager                      \_\_\_\_\_





## SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project/Contract No. 80002377/9718-2 Project Title city Wide Automated Metering Infrastructure 2 Renewal No. 2

From Contractor \_\_\_\_\_ To \_\_\_\_\_ Date \_\_\_\_\_

Spec. No.	Section Title	4	Firm, Address (Check box if Supplier)	Phone, FAX and e-mail	Contact

Attachments:

Signed by: \_\_\_\_\_ Date \_\_\_\_\_

Distribution:  Owner  Contractor  Construction Manager  Design Professional  Consultant  Other





## CERTIFICATE OF SUBSTANTIAL COMPLETION

Project/Contract Number 80002377/9718-2

Project Title City Wide Automated Metering  
Infrastructure 2 Renewal No. 2

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 80002377/9718-2  
Project Title City Wide Automated Metering Infrastructure 2  
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 Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful  
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ who is the general  
(Title) (CONTRACTOR)  
CONTRACTOR for the 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 (1) 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 is attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the 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 Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E:mail: \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



# DAILY FIELD OBSERVATION REPORT

Project/Contract Number 80002377/9718-2

Project Title City Wide Automated Metering Infrastructure 2  
Renewal no. 2

Contractor \_\_\_\_\_

Report Number \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Weather

- Clear
- Overcast
- Rain
- Snow
- Foggy
- Cold

- Warm
- Hot
- Temperature Range \_\_\_\_\_

Site Conditions

- Clear
- Muddy
- Dusty
- \_\_\_\_\_

Day

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- \_\_\_\_\_

Persons Contacted:

Work Observed:

Items Discussed:

Materials Delivered:

Requested Revisions or Interpretations:

Nonconforming Work Reported This Date To Contractor:

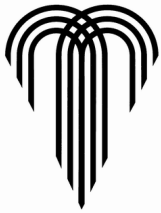
Remarks:

Attachments

Signed by:

Date:

- Distribution:
- Owner
  - Contractor
  - Construction Manager
  - Design Professional
  - Consultant \_\_\_\_\_
  - Other \_\_\_\_\_



# PERIODIC FIELD OBSERVATION REPORT

Project/Contract Number 80002377/9718-2

Project Title City Wide Automated Metering  
Infrastructure 2 Renewal no. 2

Contractor \_\_\_\_\_

Report Number \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Weather

- Clear
- Overcast
- Rain
- Snow
- Foggy
- Cold

- Warm
- Hot
- Temperature Range \_\_\_\_\_

Site Conditions

- Clear
- Muddy
- Dusty
- \_\_\_\_\_

Day

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- \_\_\_\_\_

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 80002377/9718-2

Project Title City Wide Automated Metering Infrastructure 2 Renewal No. 2

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 80002377/9718-2

Project Title City Wide Automated Metering Infrastructure 2  
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



## **SECTION 01335 –DOCUMENT MANAGEMENT**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. An internet-based coordination and document management system (DMS) will be used for the Project. This system will be used to manage project documentation among the City, Contractor and Design Professional. The Contractor shall utilize the document management system for all project related correspondence and documentation.
- B. The DMS will be utilized to create, track and organize all project documentation, including, but not limited to, the following:
  - 1. Schedules.
  - 2. Applications for Payment.
  - 3. Meeting minutes with action items.
  - 4. Project correspondence.
  - 5. Shop Drawing and Sample(s) Submittals.
  - 6. Transmittals.
  - 7. Change Management:
    - (a) Requests for Interpretation.
    - (b) Requests for Proposal.
    - (c) Work Change Directives.
    - (d) Change Orders.
  - 8. Reporting:
    - (a) Certified Payroll Report.
    - (b) Subcontractors and Major Material Suppliers List.
    - (c) Daily Labor Force Reports.
    - (d) Daily Inspection Reports.
    - (e) Photographs and Video.
    - (f) Certificate of Achievement of Full Operation.
    - (g) Contractor Affidavit for Final Payment.
    - (h) Subcontractor Affidavit for Final Payment.
    - (i) Punch Lists.
  - 9. Notifications:
    - (a) Correction of Defective Work.
    - (b) Notification of Non-Compliance.

#### **1.02 RELATED SECTIONS**

- A. Section 00700 – General Conditions.
- B. Section 01015 – Specific Project Requirements.
- C. Section 01300 – Submittals.

#### **1.03 COORDINATION MEETING**

- A. Prior to the pre-construction conference, the City will facilitate a meeting with the Contractor to review requirements for project coordination, document control and use of the DMS. The meeting should be scheduled to allow the Contractor time to submit the initial project correspondence and preliminary schedules in accordance with Section 00700-General Conditions.

- B. At this meeting, the City will present the procedures to be used for document management for the Project.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

## **SECTION 01566 – CLEANUP OPERATIONS**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. The Contractor shall provide all material, labor and equipment necessary for cleanup operations. The Contractor shall maintain a neat and clean job site at all times.

#### **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 00700 – General Conditions.
- B. Section 01000 – General Project Requirements.
- C. Section 01015 – Specific Project Requirements.
- D. Section 02510 – PCC Sidewalks, Driveways, Ramps.
- E. Section 02930 – Seeding.
- F. Section 02931 – Sodding.
- G. Section 03000 – Miscellaneous Concrete.

#### **1.04 CODES AND STANDARDS**

- A. Not used.

#### **1.05 DEFINITIONS**

- A. Not used.

#### **1.06 INFORMATION PROVIDED BY THE CITY**

- A. As provided in the Contract Documents.

#### **1.07 SUBMITTALS**

- A. The Contractor shall submit as specified in Section 01300 – Submittals, if proposing alternate methods and facilities for concrete washout facilities. See paragraph 3.03.E.3 in this Section.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION**

#### **3.01 SITE MAINTENANCE**

- A. Cleanup operations shall be conducted in accordance with Section 00700 General Conditions, Article 6 – Contractor’s Responsibilities.
- B. Adequate cleanup shall be a condition for the processing of the Contractor’s monthly progress payment applications.
- C. The Contractor shall, at all times, keep the premises from accumulations of excavated materials, waste materials and other debris resulting from the Work. Site maintenance shall include, but is not limited to, the following:

1. The Contractor shall sweep streets daily to maintain the Site in a neat and clean condition.
  2. Provide adequate trash receptacles on the Site and promptly empty when filled.
  3. Conduct periodic cleanup of the Site to avoid hazards, interference with traffic or operations at the Site.
  4. Keep construction materials such as pipe, forms and scaffolding neatly stacked.
  5. Conduct immediate cleanup to protect the Work by removing splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from all surfaces (linear construction) including walls, floors and metal surfaces (vertical construction) before the surfaces are marred.
  6. Volatile wastes shall be properly stored in covered metal containers and removed from the Site daily.
  7. Wastes shall not be buried on the site or disposed of into storm drains, sanitary sewers, streams or waterways. All wastes shall be removed from the site and disposed of in a manner complying with all local permits, ordinances and anti-pollution laws.
  8. Overloading of trucks is prohibited to prevent spillages on all access and haul routes. The Contractor shall provide periodic inspection of traffic areas to enforce the requirements of this Section.
  9. The Contractor shall prevent all excess material from washing into stream beds, storm water facilities, streets, culverts, etc.
- D. All excavated material not incorporated into the Work shall be removed and disposed of by the Contractor so that the site will be left in equal or better condition than its original state.
- E. Any deficiency in the quantity of material for filling depressions caused by settlement shall be supplied by the Contractor.
- F. The Contractor shall remove all mobilized equipment, surplus materials, debris and temporary facilities from the site. The construction site shall be left in its original condition or better condition than before the Work commenced.
- G. In addition, as directed by the City, the Contractor may be required to obtain a City approved release form, signed by the property owners affected by the Work.

### 3.02 DUST CONTROL

- A. The Contractor shall take all reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by the approved application of an approved chemical suppressant. When practical, dusty materials in piles or in transit shall be covered to prevent blowing.
- B. The Contractor shall make provisions so that buildings or operating facilities that may be adversely affected by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
- C. Contractor shall maintain and keep all streets clean throughout the Work period. The Contractor shall perform street sweeping on a daily basis to remove dust and debris from paved areas within the Work site as well as on all access and haul routes.

### 3.03 CONCRETE WORK

- A. See Section 02510 – PCC Sidewalks, Driveways and Handicap Access Ramps for additional requirements.
- B. See Section 03000 – Miscellaneous Concrete for additional requirements.

- C. Three (3) working days after all subsurface work has been completed, the contractor shall initiate the following restoration work: seed and/or sod (depending on contract requirements and/or written agreements with property owners), replacing concrete sidewalks, curbs, gutters, driveways and other surfaces impacted by the Work.
- D. Three (3) working days after the placement of concrete, the Contractor shall conduct cleanup operations related to the completed concrete work as follows:
  - 1. Removal of forms, backfilling of the form excavation and debris removal from streets, sidewalks and parkway areas shall be accomplished within three (3) working days after the concrete placement. The backfilled areas within one foot of new concrete shall not be compacted until the concrete has cured a minimum of five (5) days.
  - 2. Five (5) working days after the concrete is placed, the Contractor shall complete all joint caulking, pavement restoration, seeding and sodding. If construction is being performed during periods other than designated seeding and sodding seasons, all locations without turf cover shall be completed within ten (10) working days after the beginning of the next seeding and sodding season. Refer to Section 02930 – Seeding and Section 02931 - Sodding for additional requirements.
  - 3. If cleanup, backfilling, sodding, joint caulking or pavement restoration is not accomplished within the above limits, all tear-out and installation operations shall cease until these items are finished. Proceeding without these items being completed is at the sole discretion of the City.
  - 4. All excavated material shall be removed and disposed of by the Contractor so that the grounds will be left in equal or better condition than its original state. Any deficiency in the quantity of material for filling depressions caused by settlement shall be supplied by the Contractor.
  - 5. Surplus materials, equipment, tools, temporary facilities and structures shall be removed by the Contractor; all debris shall be hauled away by the Contractor and the construction site shall be left in equal or better condition than its original state. Payment of completed items on the Schedule of Values shall be subject to the completion of the cleanup operations.
  - 6. Tear-out and installation shall not begin if unfavorable conditions for concrete placement are forecast for the next day.
  - 7. All cleanup operations, as stated above, shall be completed five (5) working days after concrete placement.
- E. Concrete Washout Facilities:
  - 1. The Contractor shall provide facilities for concrete washout to collect and retain all the concrete washout water and solids in leak proof containers.
  - 2. Lined wash pits or washout boxes are acceptable.
  - 3. Alternate methods for washout facilities may be considered by the City. The Contractor shall submit for review and approval, per Section 01300 – Submittals, the alternate methods and facilities to be used.
  - 4. The location of washout facilities shall be indicated on the Construction Site Plan (See Section 01000 – General Project Requirements, paragraph CONSTRUCTION SITE PLAN).
  - 5. Concrete washout facilities shall be inspected daily and after heavy rains to check for leaks, identify any plastic linings or sidewalls that have been damaged by construction activities and determine whether they have been filled to over 75 percent capacity.

6. When the washout container is filled to over 75 percent of its capacity, the wash-water shall be vacuumed out or allowed to evaporate to avoid overflows. When the remaining cementitious solids have hardened, they shall be removed from the Site.
7. Damages to the washout container shall be repaired promptly.
8. Before heavy rains, the washout container's liquid level shall be lowered or the container shall be covered to avoid an overflow during the rain storm.
9. Washout facilities shall be removed from the Site upon completion of the Work and the area restored as specified herein.

END OF SECTION

## **SECTION 01566 – CLEANUP OPERATIONS**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. The Contractor shall provide all material, labor and equipment necessary for cleanup operations. The Contractor shall maintain a neat and clean job site at all times.

#### **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 00700 – General Conditions.
- B. Section 01000 – General Project Requirements.
- C. Section 01015 – Specific Project Requirements.
- D. Section 02510 – PCC Sidewalks, Driveways, Ramps.
- E. Section 02930 – Seeding.
- F. Section 02931 – Sodding.
- G. Section 03000 – Miscellaneous Concrete.

#### **1.04 CODES AND STANDARDS**

- A. Not used.

#### **1.05 DEFINITIONS**

- A. Not used.

#### **1.06 INFORMATION PROVIDED BY THE CITY**

- A. As provided in the Contract Documents.

#### **1.07 SUBMITTALS**

- A. The Contractor shall submit as specified in Section 01300 – Submittals, if proposing alternate methods and facilities for concrete washout facilities. See paragraph 3.03.E.3 in this Section.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION**

#### **3.01 SITE MAINTENANCE**

- A. Cleanup operations shall be conducted in accordance with Section 00700 General Conditions, Article 6 – Contractor’s Responsibilities.
- B. Adequate cleanup shall be a condition for the processing of the Contractor’s monthly progress payment applications.
- C. The Contractor shall, at all times, keep the premises from accumulations of excavated materials, waste materials and other debris resulting from the Work. Site maintenance shall include, but is not limited to, the following:

1. The Contractor shall sweep streets daily to maintain the Site in a neat and clean condition.
  2. Provide adequate trash receptacles on the Site and promptly empty when filled.
  3. Conduct periodic cleanup of the Site to avoid hazards, interference with traffic or operations at the Site.
  4. Keep construction materials such as pipe, forms and scaffolding neatly stacked.
  5. Conduct immediate cleanup to protect the Work by removing splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from all surfaces (linear construction) including walls, floors and metal surfaces (vertical construction) before the surfaces are marred.
  6. Volatile wastes shall be properly stored in covered metal containers and removed from the Site daily.
  7. Wastes shall not be buried on the site or disposed of into storm drains, sanitary sewers, streams or waterways. All wastes shall be removed from the site and disposed of in a manner complying with all local permits, ordinances and anti-pollution laws.
  8. Overloading of trucks is prohibited to prevent spillages on all access and haul routes. The Contractor shall provide periodic inspection of traffic areas to enforce the requirements of this Section.
  9. The Contractor shall prevent all excess material from washing into stream beds, storm water facilities, streets, culverts, etc.
- D. All excavated material not incorporated into the Work shall be removed and disposed of by the Contractor so that the site will be left in equal or better condition than its original state.
- E. Any deficiency in the quantity of material for filling depressions caused by settlement shall be supplied by the Contractor.
- F. The Contractor shall remove all mobilized equipment, surplus materials, debris and temporary facilities from the site. The construction site shall be left in its original condition or better condition than before the Work commenced.
- G. In addition, as directed by the City, the Contractor may be required to obtain a City approved release form, signed by the property owners affected by the Work.

### 3.02 DUST CONTROL

- A. The Contractor shall take all reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by the approved application of an approved chemical suppressant. When practical, dusty materials in piles or in transit shall be covered to prevent blowing.
- B. The Contractor shall make provisions so that buildings or operating facilities that may be adversely affected by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
- C. Contractor shall maintain and keep all streets clean throughout the Work period. The Contractor shall perform street sweeping on a daily basis to remove dust and debris from paved areas within the Work site as well as on all access and haul routes.

### 3.03 CONCRETE WORK

- A. See Section 02510 – PCC Sidewalks, Driveways and Handicap Access Ramps for additional requirements.
- B. See Section 03000 – Miscellaneous Concrete for additional requirements.



- C. Three (3) working days after all subsurface work has been completed, the contractor shall initiate the following restoration work: seed and/or sod (depending on contract requirements and/or written agreements with property owners), replacing concrete sidewalks, curbs, gutters, driveways and other surfaces impacted by the Work.
- D. Three (3) working days after the placement of concrete, the Contractor shall conduct cleanup operations related to the completed concrete work as follows:
  - 1. Removal of forms, backfilling of the form excavation and debris removal from streets, sidewalks and parkway areas shall be accomplished within three (3) working days after the concrete placement. The backfilled areas within one foot of new concrete shall not be compacted until the concrete has cured a minimum of five (5) days.
  - 2. Five (5) working days after the concrete is placed, the Contractor shall complete all joint caulking, pavement restoration, seeding and sodding. If construction is being performed during periods other than designated seeding and sodding seasons, all locations without turf cover shall be completed within ten (10) working days after the beginning of the next seeding and sodding season. Refer to Section 02930 – Seeding and Section 02931 - Sodding for additional requirements.
  - 3. If cleanup, backfilling, sodding, joint caulking or pavement restoration is not accomplished within the above limits, all tear-out and installation operations shall cease until these items are finished. Proceeding without these items being completed is at the sole discretion of the City.
  - 4. All excavated material shall be removed and disposed of by the Contractor so that the grounds will be left in equal or better condition than its original state. Any deficiency in the quantity of material for filling depressions caused by settlement shall be supplied by the Contractor.
  - 5. Surplus materials, equipment, tools, temporary facilities and structures shall be removed by the Contractor; all debris shall be hauled away by the Contractor and the construction site shall be left in equal or better condition than its original state. Payment of completed items on the Schedule of Values shall be subject to the completion of the cleanup operations.
  - 6. Tear-out and installation shall not begin if unfavorable conditions for concrete placement are forecast for the next day.
  - 7. All cleanup operations, as stated above, shall be completed five (5) working days after concrete placement.
- E. Concrete Washout Facilities:
  - 1. The Contractor shall provide facilities for concrete washout to collect and retain all the concrete washout water and solids in leak proof containers.
  - 2. Lined wash pits or washout boxes are acceptable.
  - 3. Alternate methods for washout facilities may be considered by the City. The Contractor shall submit for review and approval, per Section 01300 – Submittals, the alternate methods and facilities to be used.
  - 4. The location of washout facilities shall be indicated on the Construction Site Plan (See Section 01000 – General Project Requirements, paragraph CONSTRUCTION SITE PLAN).
  - 5. Concrete washout facilities shall be inspected daily and after heavy rains to check for leaks, identify any plastic linings or sidewalls that have been damaged by construction activities and determine whether they have been filled to over 75 percent capacity.

6. When the washout container is filled to over 75 percent of its capacity, the wash-water shall be vacuumed out or allowed to evaporate to avoid overflows. When the remaining cementitious solids have hardened, they shall be removed from the Site.
7. Damages to the washout container shall be repaired promptly.
8. Before heavy rains, the washout container's liquid level shall be lowered or the container shall be covered to avoid an overflow during the rain storm.
9. Washout facilities shall be removed from the Site upon completion of the Work and the area restored as specified herein.

END OF SECTION

## **SECTION 01700 – TRAFFIC CONTROL**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. The Contractor shall provide all materials, labor and equipment (including permits, barricades, cones, drums, construction warning signs, flagmen incidental devices) to protect, warn and guide: vehicular traffic, pedestrian traffic and to protect his personnel and equipment on the site. This specification applies to work being done in conjunction with capital projects and not emergencies or other maintenance related activities.

#### **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 01300 – Submittals.
- D. Section 01581 – Public Communications.

#### **1.04 CODES AND STANDARDS**

- A. The publications listed below form a part of this specification to the extent referenced. The publications referred to within the specification are by the basic designation only.
- B. American Traffic Safety Services Association (ATSSA).
- C. “City of Kansas City, Missouri Public Works Department Construction and Material Specifications” (<http://kcmo.gov/>) (KCMO PW 2305 - Traffic Control – Pedestrian Traffic Control and Sidewalk Closure.)
- D. Manual on Uniform Traffic Control Devices (MUTCD).
- E. MODOT traffic control and regulations and permits.

#### **1.05 DEFINITIONS**

- A. City Block – A segment of a street or roadway between two intersections.
- B. Working Hours – The Contractor must conduct construction operations in compliance with the City of Kansas City, Missouri Code of Ordinances, Chapter 46 – NOISE CONTROL which generally defines normal working hours as 7:00 am to 6:00 pm on weekdays. Working hours also include any time period approved in writing by the City (see Section 01000 – General Project Requirements, paragraph TEMPORARY ENVIRONMENTAL PROTECTION).
- C. Non-Working Hours – Any period of time not defined as Working Hours.
- D. Public Works Department – The City of Kansas City, Missouri - Public Works Department.
- E. Traffic Control Supervisor – The qualified employee of the Contractor designated to have overall responsibility of the implementation of the Traffic Control Plan, conformance to the Traffic Control Permit and maintenance of traffic control devices.

- F. Work Zone – An area of active construction activity along a single street that causes temporary disruption to pedestrian traffic, vehicular traffic, access to properties, or on-street parking.
- G. Extended Work Zone – Any work that encompasses more than one city block or street.

#### 1.06 SUBMITTALS

- A. Submit as specified in Section 01300 – Submittals.
- B. Shop Drawings:
  - 1. Not applicable.
- C. Product Data:
  - 1. Not applicable.
- D. Samples:
  - 1. Not applicable.
- E. Other Submittals:
  - 1. Traffic Control Plan(s):
    - (a) Submit plan(s) directly to the Public Works Department for review and approval as required for permitting. Approval of the traffic control plan is required prior to submitting permit applications.
    - (b) Submit the final, approved plan(s) in accordance with Section 01300 – Submittals for informational purposes only.
    - (c) Submit changes or revisions to the plans(s) as required by the City’s Traffic Control Permit.
    - (d) Submit changes or revisions to the Traffic Control Plan necessary for construction phasing.
  - 2. Traffic Control Permit – submit a copy of the traffic control permit upon approval from the Public Works Department.
  - 3. Traffic Control Supervisor:
    - (a) Submit name, qualifications and contact information in accordance with Section 01300 – Submittals.
    - (b) Submit name, qualifications and contact information directly to the Public Works Department.
  - 4. Public Works Department standard specifications.
  - 5. Public Works Department standard details.
  - 6. Maintenance records of traffic control devices.

#### 1.07 GENERAL

- A. When the requirements of this section conflict with the requirements of the approved Traffic Control Permit, then the requirements of the Traffic Control Permit shall govern. In all instances, the Contractor shall comply with all KCMO ordinances.
- B. The Contractor shall maintain access for pedestrians, vehicles and all properties served by the streets and sidewalks within the site.
- C. All work shall be coordinated through the City of Kansas City, Missouri - Public Works Department.
- D. Coordination of the traffic control permit shall be conducted during normal business hours (8:00 am through 5:00 pm).

#### 1.08 SPECIFIC PROJECT REQUIREMENTS

- A. Specific traffic control requirements are provided in Section 01015 - Specific Project Requirements.

## 1.09 RESPONSIBILITY

- A. The Contractor shall designate a Traffic Control Supervisor having the responsibilities defined in paragraph DEFINITIONS.
- B. The Traffic Control Supervisor's name, contact information and qualifications shall be submitted to the City prior to the preconstruction conference.
- C. The Traffic Control Supervisor's name and contact information shall be submitted to the Public Works Department as required by the Traffic Control Permit. The contact information provided shall allow the City (Public Works Department) to contact the Traffic Control Supervisor during both working and non-working hours. This information shall be submitted with the application for the Traffic Control Permit and in accordance with paragraph SUBMITTALS.

## 1.10 SUBMITTAL OF STANDARD DETAILS AND SPECIFICATIONS

- A. The Contractor shall obtain a copy of all Public Works Department's standard specifications and details to be used as part of the project. Copies shall be submitted in accordance with paragraph SUBMITTALS.

## 1.11 ACCESS REQUIREMENTS

- A. Unless otherwise stated in Section 01015 – Specific Project Requirements, the Contractor shall maintain access for pedestrians and vehicles to all properties served by streets and sidewalks affected by the Work.
- B. Special Restrictions for Extended Work Zones:
  - 1. A maximum of two (2) consecutive city blocks shall be under construction at any one time.
  - 2. Where construction activities cause disruption (i.e. sidewalk closures and/or temporary restriction of on-street parking) to two (2) consecutive city blocks, the following restrictions shall apply:
    - (a) At a minimum, pedestrian access shall be maintained on one side of the street only if work can be completed in less than 15 days. Sidewalk closures shall be limited and temporary facilities shall be provided as necessary to allow pedestrian access to all occupied properties affected by construction activities.
    - (b) If more than one (1) city block is affected by construction, then construction activities shall be conducted so that on-street parking is maintained on at least one side of the street, on one of the city blocks affected. That is, if on-street parking is eliminated within a city block, the adjacent city block (along the same street) must provide at least on-street parking on one side.
    - (c) If a sidewalk will need to be closed more than 15 days, advance approval of the Bike Pedestrian Advisory Committee is required. If a sidewalk closure is planned for more than 15 days in the Greater Downtown Area Plan region, advance approval is required from the Parking and Transportation Commission.
- C. Access to adjacent properties served by the street(s) within the project shall be maintained at all times.
- D. Traffic shall move through the construction site in accordance with the Traffic Control Permit.
- E. When required, flaggers shall coordinate the movement of traffic through the construction site.

- F. Temporary Restoration of Access during Non-Working Hours:
  - 1. All roadways shall be re-opened to traffic in accordance with the Traffic Control Permit or to normal operating conditions (whichever applies) at the end of each work day.
  - 2. No construction related equipment or material shall be on the roadway outside of normal working hours unless approved by the City (see Section 01000 – General Project Requirements, paragraph CONSTRUCTION SITE PLAN).

#### 1.12 TRAFFIC CONTROL PLAN(S)

- A. Unless otherwise indicated on the Drawings or in Section 01015 – Specific Project Conditions, the Contractor shall be responsible for the development and implementation of the Traffic Control Plan necessary to obtain a Traffic Control Permit(s).
- B. All costs associated with development, revision or finalization of Traffic Control Plan(s) shall be included in the Contractor’s Bid.
- C. General Traffic Control requirements shall include but are not limited to the following:
  - 1. MUTCD requirements shall be maintained on all traffic control plan submittals.
  - 2. Plans shall clearly identify all traffic control devices to be placed including the location, spacing and other pertinent data required for the traffic control plan reviews.
  - 3. Plan reviews and resubmittal reviews should be scheduled to be completed with at least two (2) weeks for City staff review on standard traffic control plan submittals. This time may be extended if the plan is complex or of a large volume.
  - 4. All street typologies listed on the Major Street Plan (<https://www.kcmo.gov/city-hall/departments/city-planning-development/other-city-plans>) will be required to maintain a minimum of one twelve foot (12’) lane in each direction for traffic at all times.
  - 5. Limited closures on street typologies listed on the Major Street Plan may be allowed but will likely be limited to weeknights and/or weekend work depending on the location of the proposed closure. Full closures may not be possible in some areas of the City.
  - 6. Electronic Message Boards will be required as part of the communication plan for all lane closures or restrictions on street typologies listed on the Major Street Plan. These signs will need to be in place at least one (1) week prior to the lane closure or restriction and will need to be maintained throughout the closure duration.
  - 7. Closures in and adjacent to the Streetcar Corridor will be required to have a Track Access Permit.
  - 8. Residential street traffic control plans will be developed in a way to allow safe travel and maintain access to all properties adjacent to and in the area of the traffic control area.
  - 9. The Contractor is required to maintain the road surface condition on the haul route to the condition that existed at the time of permit issuance. All damage to the pavement on the haul route caused by the contractor shall be repaired by the contractor at no additional cost to the City.

### 1.13 TRAFFIC CONTROL PERMIT(S)

- A. The Contractor shall not submit Traffic Control Permit applications until the traffic control plan has been approved by the Public Works Department.
- B. The Contractor shall obtain a Traffic Control Permit before any construction activity occurs on any City street. Permits shall be obtained and submitted in accordance with Section 01300 – Submittals shall be made no less than two (2) weeks in advance of the construction activity.
- C. Specific requirements and the application for Traffic Control Permit can be downloaded from the City’s web site at <http://kcmo.gov/>.
- D. The associated permit fees, which may be time and street-type-dependent, are to be obtained from the Public Works Department.
- E. All residential, arterial and collector streets require a separate permit and are subject to peak hour restrictions.
- F. All costs associated with the Traffic Control Permit(s) shall be included in the Contractor’s Bid.

### 1.14 NOTIFICATIONS

- A. Advance notification of affected property owners shall be done in accordance with Section 01581 – Public Communications.
- B. Electronic Message Boards are required at least one (1) week in advance of any arterial street closure(s).

## PART 2 - PRODUCTS

### 2.01 TRAFFIC CONTROL DEVICES

- A. All traffic control devices shall conform to Part 6 of the “Manual on Uniform Traffic Control Devices” (MUTCD).
- B. No substitutions for the devices required by MUTCD or changes in the methods of traffic control as outlined herein will be allowed without written approval of the Director of Public Works or their designee.

## PART 3 - EXECUTION

### 3.01 SAFETY PRECAUTIONS

- A. Contractor shall take any and all precautions to guard against injury to persons or damage to property until final acceptance of the work by the City or their representative.
- B. Precautions shall include, but not limited to, protection of vehicular and pedestrian traffic from injury or damage due to open excavations, operation of construction equipment, materials storage, etc. by the proper placement of appropriate safety devices.
- C. The Contractor shall maintain the safety devices and maintain their proper placement throughout the required period.
- D. Construction practices shall be followed that will eliminate all safety hazards.
- E. The roadway shall be kept clean and free of construction related debris at all time.

### 3.02 DEVICE INSTALLATION AND MAINTENANCE

- A. Traffic control devices shall be installed and maintained in accordance with KCMO Specification 2305 with the exception that the paragraphs for Method of Measurement and Basis for Payment do not apply.
- B. The Contractor shall maintain records of any maintenance required and the date on which it was completed. These records shall be maintained for the duration of the project and submitted in accordance with paragraph SUBMITTALS on a monthly basis.
- C. The contractor's designated Traffic Control Supervisor shall make regular workday inspections of the traffic control devices installed as part of Work.
- D. It shall be the Contractor's responsibility to maintain all traffic control devices in proper working condition and placement at all times.
- E. The Contractor shall immediately correct any deficiencies in traffic control.
- F. Any traffic control device not in use shall be covered, removed, or turned away from the view of oncoming traffic.

### 3.03 CHANGES TO THE TRAFFIC CONTROL PLAN

- A. Whenever the work area changes, all construction warning signs and traffic channelization devices shall be made current.
- B. The Public Works Department reserves the right to adjust or revise the traffic handling requirements as necessary after construction on the project has started. These changes will be determined based on periodic inspections throughout the duration of the project by both the Water Services and Public Works inspection staff.
- C. Notice of such change will be transmitted to the Contractor and it shall be the Contractor's responsibility to make the necessary changes as soon as practicable, but no more than one (1) calendar day, after receipt of the notification. Immediate changes to the traffic control shall be required in situations that are deemed as a public safety matter by the City representatives.
- D. If the Contractor encounters conditions that would require a change in method of traffic control, the Contractor shall immediately notify the City's representative. At least 48 hours before the start of the proposed change, the City's representative will request approval of the change in method of maintaining traffic from the Public Works Department. The Contractor shall not proceed with the change without the approval of the Public Works Department.

### 3.04 PEDESTRIAN TRAFFIC CONTROL

- A. Pedestrian traffic control shall conform to KCMO Specification 2305, paragraph Pedestrian Traffic Control.

### 3.05 VEHICLE PARKING

- A. Parking of construction vehicles, equipment, vehicles of contractor's personnel shall not interfere with public traffic, parking, access by emergency vehicles, or City operations.

### 3.06 HAUL ROUTES

- A. The Contractor shall consult with the City (Water Services Department and Public Works Department) to establish public thoroughfares to be used for haul routes and site access.
- B. Residential streets shall not be used as part of the proposed haul routes.



3.07 EMERGENCY CONDITIONS

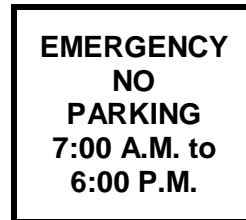
- A. Damage to existing utilities during construction of the Project which requires immediate repair may be considered as an emergency and as such may not be subject to all the restrictions contained herein. These shall be reported to Water Services and Public Works immediately. All subsequent emergency traffic control measures or adjustments shall be coordinated with the City representatives.
- B. The Contractor shall immediately contact the utility company whose facilities are involved that may require immediate repair.
- C. Such repair work, once declared an emergency by the utility company, shall be pursued on a continuous (24 hours per day) basis until complete or advanced to such a point that use of the roadway can be returned to normal operation and any subsequent repairs can be completed during regular working hours.
- D. The City reserves the right to determine which utility work will be considered an emergency. Any costs incurred by the Contractor for such emergency utility repair, including the cost of any additional traffic control that may be required, shall be the Contractor's sole responsibility.

3.08 EMERGENCY NO PARKING SIGNS

- A. When it is necessary to eliminate parking on a part of a street to facilitate construction work, the Contractor shall, subject to the approval of the Public Works Department, post "Emergency No Parking" signs.
- B. Signs shall be fabricated with the following dimensions, text sizes and include the follow text:



or



Placard Height: 24 inches  
Placard Width: 18 inches  
Placard Color: Silver (reflective)

Lettering Height: 3 inches  
Line Spacing: 1.1 inches  
Lettering Color: Red

Border Thickness: 0.625 inches  
Border Margin from Edge of Placard: 0.375 inches  
Border Color: Red

- C. The signs shall be made of aluminum, plastic or plywood panels. Paper or cardboard signs are not allowed.
- D. The signs shall be installed on either steel drive posts or existing utility poles at a height of five (5) feet to the bottom of the sign.
- E. Signs shall be placed on the side of the street where parking is to be eliminated.

- F. The signs are to be installed at the beginning and end of each block and at a maximum of 150-foot intervals in between.
- G. These signs must be installed a minimum of 18 hours and a maximum of 48 hours in advance of the time the Contractor plans to begin work.
- H. The Contractor shall contact the City's representative as soon as the signs are installed. The City's representative will then contact the Public Works Department as soon as the signs are installed, so that a temporary regulation can be written by the Public Works Department and so that the Kansas City, Missouri, Police Department can be notified. The signs cannot be enforced without this notification from the City. The notification to the City must be made by 12 noon for enforcement to be effective the following day.
- I. If there are existing parking signs with a lesser degree of restriction, the Contractor shall install the Emergency No Parking signs as outlined above and shall cover the existing signs with the Emergency No Parking sign or some type of semi-permanent cover (paper and tape will not be accepted).
- J. The Contractor shall immediately remove the Emergency No Parking signs and all semi-permanent sign covers as soon as work on the block has been completed.
- K. If it becomes apparent for any reason that work will cease for more than 72 hours, the same signs and covers shall be removed and must be reinstalled subject to the minimum 18 hours advance-notice before work can proceed.
- L. If work does not begin within 48 hours after the signs are posted, the same procedure must be followed. Failure by the Contractor to abide by all the provisions concerning "Emergency No Parking" signs, shall result in the cancellation of the permit.
- M. The Contractor shall maintain a minimum of one (1) lane of traffic each direction at all times unless otherwise allowed by permit.
- N. The Contractor shall keep residents, schools, businesses, churches and other public entities informed of the work schedule that would interfere with access to their facility. Notification shall be distributed at least 3 weeks in advance of work occurring near a facility.
- O. The Contractor shall coordinate with KCATA, as necessary, on proposed lane closures impacting bus travel routes.

END OF SECTION

## **SECTION 01900 – CONTRACT CLOSEOUT**

### **PART 1 - GENERAL**

#### **1.01 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections of the Contract Documents.

#### **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 00700 – General Conditions.
- B. Section 00800 – Supplementary Conditions.
- C. Section 01015 – Specific Project Requirements.
- D. Section 01020 – Record Documents.
- E. Section 01300 – Submittals.

#### **1.04 DEFINITIONS**

- A. Achievement of Full Operation/Substantial Completion: See Section 00700 – General Conditions, paragraph 1.01.
- B. Substantial Completion: See Section 00700 – General Conditions, paragraph 1.01.

#### **1.05 INFORMATION PROVIDED BY THE CITY**

- A. Achievement of Full Operation or Substantial Completion (Section 00700, paragraph 14.04):
  - 1. If applicable, City will provide written notification that the Work does not meet the requirements for Achievement of Full Operation or Substantial Completion
  - 2. Certification of Achievement of Full Operation (Section 01290.12) or Certificate of or Substantial Completion.
  - 3. 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. Partial Utilization (Section 00700, paragraph 14.05):
  - 1. Written request for partial utilization.
- C. Punch list (Section 01290.13).
- D. Final Inspection (Section 00700, paragraph 14.06):
  - 1. Written report of all in which the Final Inspection reveals that the Work is incomplete or defective.

## 1.06 SUBMITTALS

- A. Submit as specified in Section 01300 – Submittals.
- B. Other Submittals:
  - 1. Notification of Achievement of Full Operation or Substantial Complete (Section 00700, paragraph 14.04.A).
  - 2. List of Incomplete Items (Section 00700, paragraph 14.04.A).
  - 3. Notification that the Work is complete and ready for Final Inspection (Section 00700, paragraph 14.06.A).
  - 4. List of Uncompleted Work (paragraph 3.01.C).
  - 5. Certification of Partial Substantial Completion (Section 00700, paragraph 14.05.A.1) if Partial Utilization is requested by City.
  - 6. Closeout Documentation:
    - (a) The following items are required to be submitted prior to the Contractor's application for Final Payment as required by Section 00700 – General Conditions, paragraph 14.07:
      - (i) Maintenance and Operating Instructions.
      - (ii) Schedules.
      - (iii) Guarantees.
      - (iv) Bonds.
      - (v) Certificates or other evidence of insurance.
      - (vi) Certificates of inspection.
      - (vii) Record Documents (Section 01020 – Record Documents).
    - (b) The following items are required to be submitted with the Contractor's application for Final Payment as required by Section 00700 – General Conditions, paragraph 14.07:
      - (i) Contractor Affidavit for Final Payment (Section 01290.14).
      - (ii) Subcontractor Affidavit for Final Payment (Section 01290.15).
    - (c) Authorization to Release a Revenue Clearance Letter (Section 00630).
    - (d) All other documentation necessary for an Application for Progress payment (Section 00700, Article 14).
  - 7. Consent of Surety to Make Final Payment certificate.

## PART 2 - PRODUCTS

- A. Not used.

## PART 3 - EXECUTION

### 3.01 ACHEIVEMENT OF FULL OPERATION / SUBSTANTIAL COMPLETION

- A. Refer to Section 00700 – General Conditions, Article 14.
- B. Refer to Section 00800 – (Overflow Control Plan Consent Decree) Supplementary Conditions, paragraph SC-14.04 for additional information to define items of the Work to be included in the definition of Achievement of Full Operation or Substantial Completion.
- C. List of Uncompleted Items: The Contractor shall submit a list of incomplete items that are required for the Work, but not required for Achievement of Full Operations / Substantial Completion. The list shall include a description of the Work, the value of each item, reasons the work is not complete, and a schedule for completion.

- D. The inspection associated with the Achievement of Full Operation / Substantial Completion will be scheduled at a mutually agreed time between the Contractor, Design Professional and the City's Representative.
- E. City will provide a punch list (Section 01290.13) of items that require completion or correction. Items noted on the punch list may not be all-inclusive and the failure to include any items on the list does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.
- F. Items identified in the punch list shall be addressed by the Contractor prior to the Final Inspection.

### 3.02 PARTIAL UTILIZATION

- A. Refer to Section 00700 – General Conditions, paragraph 14.05, Partial Utilization.

### 3.03 FINAL INSPECTION

- A. Refer to Section 00700 – General Conditions, paragraph 14.06, Final Inspection.
- B. The Final Inspection will be scheduled at a mutually agreed time between the Contractor, Design Professional and City's Representative.
- C. The City will provide the Contractor with the results of the final inspection.
- D. If the Work is incomplete or unacceptable, the City will advise the Contractor of Work that is incomplete or other obligations that have not been fulfilled but are required for final acceptance. The Contractor shall address items that need to be corrected, and then request a re-inspection of the Work.
- E. Re-inspection of the Work:
  - 1. If necessary, the City will re-inspect the Work upon receipt of notice that the Work, including punch list items from the first inspection, has been completed, except for items whose completion is delayed under circumstances acceptable to the City.
  - 2. If necessary, re-inspections will be repeated until all deficiencies have been remedied by the Contractor.
- A. Approval of the Work by the City or Design Professional will not relieve the Contractor of their responsibility under other terms of the Contract.

### 3.04 FINAL PAYMENT

- A. After Contractor has completed all corrections (after the Final Inspection) to the satisfaction of City, Contractor shall submit the Final Payment request. Refer to Section 00700 – General Conditions, paragraph 14.07, Final Payment.
- B. Documents to be submitted with, or prior to, the application for final payment shall be as required by the Contract Documents. See paragraph 1.06 for a summary.
- C. Authorization to Release a Revenue Clearance Letter: If the Contract exceeds \$160,000 and if Work is performed for a term longer than one (1) year, then in addition to the requirements of Section 00700, the Application for Final Payment shall be accompanied by a clearance letter from the Finance Department, Revenue Division. The Contractor shall keep a copy of all subcontractors' clearance letters in its contract files in accordance with the contract documents. See Section 00630.
- D. For Contracts that include a Green Infrastructure Establishment Period, there will be a Final Payment for the Work associated with construction, and a separate Final Payment for the Work associated with the maintenance of green infrastructure through the establishment period. The Final Payment for Work associated with construction shall exclude the amount for maintenance of green infrastructure indicated in the Schedule of Values.

3.05 LIQUIDATED DAMAGES

- A. If required, liquidated damages shall be assessed in accordance with the Contract Documents. Refer to Section 00700 – General Conditions, paragraph 12.01 and Section 00800. See Supplementary Conditions, paragraph SC-12.01 for additional information.

END OF SECTION

**SECTION 02200**  
**EXCAVATION AND BACKFILL**

**PART 1 GENERAL**

**1.1 Section Description**

- A. This section describes the procedures and soil material to be used with excavation, trenching, embedment, and backfill.

**1.2 Section Includes**

- A. Granular Fills
- B. Embedment
- C. Backfill
- D. Filter Fabric
- E. Groundwater Barrier Material
- F. Topsoil
- G. Fills and Embankment Material

**1.3 Related Sections**

- A. Section 01016 – Water Mains Near Sewers
- B. Section 01300 – Submittals
- C. Section 01600 – Materials and Equipment
- D. Section 02575 – Surface Restoration

**1.4 References**

- A. ASTM C33 - Standard Specifications for Concrete Aggregates
- B. ASTM D698 - Test Method for Laboratory Compaction Characteristics of Soil Using - Standard Effort (12,400 ft-lb./ft)
- C. ASTM D1557 - Test Methods for Laboratory Compaction Characteristics of Soil Using - Modified Effort (56,000 ft-lb./ft)
- D. ASTM D3776 - Standard Test Methods for Mass Per Unit Area (Weight) of Fabric

- E. ASTM D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
- F. ASTM D4254 - Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
- G. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles

## **1.5 Submittals**

- A. Follow the procedures for submittals provided in Section 01300 - Submittals.
- B. Submit gradation test reports and quarry quality control reports for the following materials:
  - 1. Granular Fill
  - 2. Granular Embedment
  - 3. Graded Gravel Backfill
- C. Submit a Filter Fabric Manufacturer's Data listing the average values of the properties specified herein.

## **1.6 Quality Assurance**

- A. In accordance with OSHA "Safety and Health Regulations for Construction", Chapter XVII of Title 29, CFR, Part 1926, and the Contractor shall employ a competent person and, when necessary, a registered professional engineer, to act upon all pertinent matters of the work of this section.
- B. Backfilling and construction of fills and embankments during freezing weather shall not be done except by permission of the WSD. No backfill, fill, or embankment materials shall be installed on frozen surfaces, nor shall frozen materials, snow, or ice be placed in any backfill, fill, or embankment.

## **1.7 Delivery, Storage, and Handling**

- A. Follow the procedures for the delivery, storage, protection and handling products to and at site provided in Section 01600 - Material and Equipment.
- B. Store and secure materials in neat stockpiles in locations that do not inconvenience public and WSD operations.
- C. Comply with manufacturers recommendations for storage.

## **PART 2 PRODUCTS**

### **2.1 Materials**



A. Granular Fills:

- A. Granular Fill material shall be clean crushed rock or gravel; free from dust, clay, and trash; and graded 1-1/2 inch to No. 4 as defined in ASTM C33.
- B. **Type 5 Aggregate:** Type 5 aggregate shall consist of crushed stone or sand and gravel. The aggregate shall not contain more than 15 percent deleterious rock and shale. If crushed stone is used, sand may be added only for the purpose of reducing the plasticity index of the fraction passing the no. 40 sieve in the finished product. The fraction passing the No. 40 sieve shall have a plasticity index not to exceed six. Any sand, silt and clay and any deleterious rock and shale shall be uniformly distributed throughout the material. When sand and gravel aggregate is used, the fraction passing the No. 200 sieve shall be less than 1/2 that of the fraction passing the No. 30 sieve.

Type 5 Aggregate shall conform to the following gradation requirements and in addition shall be so graded that the aggregate will readily compact to the specified density and withstand construction traffic without distortion and displacement.

Sieve Size	Percent Passing by Weight
1 inch	100
1/2 inch	60 - 90
No. 4	40 - 60
No. 30	15 - 35
No. 200	0 - 15

C. Embedment:

- 1. Granular Embedment: Granular embedment shall be clean crushed rock with not less than 95% passing a 1/2" screen and not more than 5% passing a #4 screen.
- 2. Embedment material shall not contain cinders, clay lumps, or other materials that may cause pipe corrosion.

D. Backfill:

- 1. Compacted Backfill (under non-paved areas): Compacted backfill may be suitable job excavated material or graded gravel, as described below:
  - a. Job Excavated Material: Job excavated material may be used for compacted backfill when the job excavated material is finely divided and free from debris, organic material, cinders, any corrosive material, and stones larger than 3 inches in greatest dimension. Masses of moist, stiff clay shall not be used.
  - b. Graded Gravel Backfill: Gravel for compacted backfill shall be clean and conform to the following gradation. 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.

Sieve Size	Percent Passing by Weight
1 inch	100
3/4 inch	85 – 100
3/8 inch	50 – 80
No. 4	35 – 60
No. 40	15 – 30
No. 200	5 – 10

E. Filter Fabric:

1. Nonwoven fabric consisting of only continuous chains of polymeric filaments or yarns of polyester formed into a stable network by needle punching. The fabric shall be inert to commonly encountered chemicals; shall be resistant to mildew, rot, ultraviolet light, insects, and rodents; and shall have the following properties:

Property	Test Method	Unit	Minimum Average Roll Value (weakest principal direction)
Fabric Weight	ASTM D3776	Oz/yd <sup>2</sup>	4.5
Grab Strength	ASTM D4632	lb.	120
Grab Elongation	ASTM D4632	Percent	60
Mullen Burst Strength	ASTM D3776	Psi	190
Apparent Opening Size	CW-02215	U.S. Standard Sieve Size	70

2. Filter fabric shall be provided in rolls wrapped with protective covering to protect the fabric from mud, dirt, dust, and debris.

F. Groundwater Barrier Material:

1. Finely divided material free from stones, organic matter and debris meeting soil classification GC, SC, CL or ML-CL. Job excavated material may be used if suitable.

G. Topsoil:

1. Topsoil: Naturally occurring gray or black fertile soil material containing humus, high in nutrients, free of large roots, rocks larger than 1/2 inch, subsoil, debris, large weeds and foreign matter.

H. Fills and Embankment Material:

1. All material placed in fills and embankments shall be free from rocks or stones larger than 6 inches in their greatest dimension, brush, stumps, logs, roots, debris, and other organic or deleterious materials. No rocks or stones 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. Job excavated material meeting their requirements may be used.

## **PART 3 EXECUTION**

### **3.1 General Guidelines**

- A. Excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties, including easements are not permitted. Any person involved with open excavation on public properties shall provide effective protection to the public.
- B. Excavations in roadways shall be protected and secured in accordance 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.
- C. 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.
- D. 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" in height. The fence shall be secured and upright at all times.
- E. Protective excavation coverings and fences shall be inspected by the Contractor at least daily to assure integrity. Protective excavation coverings and fences in heavy traffic areas shall be inspected more often as necessary.
- F. Permits shall be secured prior to any work on public properties. In all instances the Contractor 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.

### **3.2 Surface Preparation**

- A. Clearing:

1. Tag or identify existing trees, shrubs, and landscape materials to be removed, and obtain WSD approval prior to removal.
  2. Protect existing trees, plant life, and features that are to remain from damage by construction operations.
  3. Open burning of brush or debris will not be permitted unless the Contractor obtains a permit for open burning of trade wastes from the KCMO Environmental Health Division, Air Quality Program Manager.
  4. Dispose of all cleared and grubbed materials.
- B. Cutting Portland Cement Concrete Curbs and Pavement:
1. Cuts in curbs and pavements shall provide the minimum working space for proper installation of pipe and appurtenances. Utilize a concrete saw to cut a clean groove to a minimum depth of 3 inches.
  2. Curbs and concrete pavement excavated for pipelines shall be removed so that a shoulder not less than 12 inches in width at any point is left between the cut edge of the pavement and the top edge of the trench. Trench width at the bottom shall not be greater than at the top and no undercutting will be permitted.
  3. Where the trench parallels the length of curbs or sidewalks, and the trench location is all or partially under the curb or walk, the entire structure shall be removed and replaced. Where the trench crosses surface construction (walks, curbs, etc.) the structures shall be removed and subsequently replaced between existing joints or between saw cuts. Pipeline crossings at existing concrete driveways shall not be open cut unless approved by WSD.

### **3.3 Trench Excavation**

- A. General:
1. Classification of excavated materials is not permitted. Excavation and trenching work shall include the removal and handling of all materials necessary to place the pipeline and appurtenances at the line and grade on the drawings, regardless of the type, character, composition, or condition of the material.
  2. No more trenches shall be opened than is necessary to expedite the Work. Except where tunneling is required, all trench excavation shall be open cut from the surface.
- B. Depth of Excavation:
1. Trenches shall be excavated to a depth sufficient to provide a minimum depth of 42" backfill cover over the top of the pipe as indicated below. Sixteen inch and

larger diameter water lines shall be provided a minimum of 60" backfill cover. Greater pipe cover depths may be necessary on vertical curves or to provide necessary clearance beneath existing pipes, conduits, drains, drainage structures, or other obstructions.

2. Pipe cover depth shall be measured vertically from the outside top of pipe to finished ground or pavement surface elevation.

C. Trench Bottoms in Rock:

1. Rock excavations shall be carried to a minimum of six (6) inches below the bottom of the pipe. Granular embedment material as specified in this section and as shown in the Construction Detail Drawings shall be used to restore the trench bottom to the desired elevation and grade and to provide a uniform bearing and continuous support for the pipe along its entire length.
2. Prevent any portion of the pipe from coming to bear on solid rocks or boulders.

D. Blasting:

1. Blasting or other use of explosives for excavation will not be permitted without obtaining a blasting permit from the KCMO Public Works Department and KCMO Fire Department.
2. Contractor shall provide a plan for pre-blast surveys, monitoring during blasting, and post blast surveys to WSD prior to use of explosives.
3. All existing safety regulations, laws, and ordinances on the storage, transportation, and use of explosives shall be observed.
4. Blasting will be permitted only when proper precautions are taken for the protection of persons, the work, private property, public utilities, and the public from damage or injury. Any damage done by blasting will be repaired.

E. Limiting Trench Widths:

1. Trenches shall be excavated to a width that will provide adequate working space and sidewall clearances for proper pipe installation, jointing, and embedment. Trench widths shall be as follows:

**TRENCH WIDTHS**  
**Ductile Iron Pipe**

<b>Pipe Size</b>	<b>Min. Trench Width in Earth</b>	<b>Max. Trench Width in Earth</b>	<b>Max. Trench Width in Rock</b>
4"	18"	24"	24"
6"	24"	30"	24"
8"	26"	32"	24"
12"	28"	34"	28"
16"	34"	40"	32"
20"	38"	44"	36"
24"	42"	48"	44"

F. Dewatering:

1. Obtain all necessary permits for the disposal of water from the excavation.
2. Provide and maintain all dewatering equipment to remove and dispose of all surface water and groundwater entering excavations, trenches, or other parts of the Work. Excavation shall be kept dry throughout the Work to ensure that no damage from hydrostatic pressure, flotation, or other cause will result.
3. All excavations for concrete structures or trenches that are within 12 inches of groundwater or extend below groundwater shall be dewatered 12 inches or more below the bottom of the excavation.
4. Prevent surface water from entering excavations or trenches and causing damage to adjacent property.
5. The Contractor shall be responsible for the condition of pipe or conduit including storm sewers, used for drainage.

G. Sheet piling and Shoring:

1. Except where banks are cut back on a stable slope, excavations for structures and trenches shall be supported to prevent caving or sliding.
2. Trench sheet piling may be removed only if the pipe strength is sufficient to carry trench loads based on trench width to the back of sheet piling. Unless approved by the WSD, trench sheet piling shall not be pulled after backfilling.
3. Where trench sheet piling is left in place, sheet piling shall not be braced against the pipe, but shall be supported in a manner that will preclude concentrated loads or horizontal thrusts on the pipe. Cross braces installed above the pipe to support sheet piling may be removed after pipe embedment has been completed.

H. Subgrade Stabilization:

1. Subgrades for trench bottoms shall be firm, dense, and thoroughly compacted and consolidated; free from mud and muck; and shall remain firm and intact under the feet of the workers.
2. Subgrades for trench bottoms that are solid, but become mucky on top due to construction operations, shall be reinforced with clean crushed rock or gravel. The stabilizing material shall be spread and compacted to a depth of not more than 12 inches; the material shall be furnished and installed as specified for Granular Fills. The finished elevation of stabilized subgrades shall not be above subgrade elevations.
3. Soft areas of subgrade not capable of proper compaction shall be excavated and backfilled with granular fill material compacted to 95% modified Proctor per ASTM D4253 and D4254.

I. Mechanical Excavation:

1. The use of mechanical equipment will not be permitted in locations where its operation would cause damage to trees, buildings, culverts, or other existing property, utilities, or structures above or below ground. In all such locations, hand excavating methods shall be used.
2. Mechanical equipment used for trench excavation shall provide a smooth excavation bottom and alignment with the pipe centered in the middle of the trench with adequate sidewall clearance. Undercutting the trench sidewall to obtain sidewall clearance will not be permitted.

J. Excavation Below Pipe:

1. Trenches shall be excavated to a sufficient depth to provide for the installation of Embedment as indicated on Construction Detail Drawings No. 02200-1.

K. Bell Holes:

1. Bell holes shall provide adequate clearance for tools and methods used in installing pipe. 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.

L. Drainage Maintenance:

1. Trenches across areas adjacent to drainage ditches or watercourses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the area, to prevent impounding water after the pipe has been laid. Bridges and other temporary structures required to maintain traffic across unfilled trenches shall be constructed and maintained by the Contractor. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. Remove material deposited in roadway ditches or other

watercourses crossed by the line of trench after backfilling is completed. Restore the original section, grades, and contours of ditches or watercourses. Surface drainage shall not be obstructed longer than necessary.

M. Stream Crossings:

1. Stream crossings shall be constructed as shown on the Drawings.
2. Pipe encasement, where required by the Drawings shall be in accordance with specification Section 02320 and Construction Detail Drawings.
3. The construction of riprap for erosion prevention of ditch slopes shall be as specified in Section 02273.
4. The Contractor shall furnish all labor, equipment, and materials, and perform all Work as required for shoring, forming, dewatering, trenching, backfilling, riprap, concrete or steel, or any other items necessary in constructing stream crossings.

**3.4 Fills and Embankment**

A. General:

1. Embankments or fill materials shall be placed where indicated on the Drawings.
2. Fill and embankment materials shall be placed in horizontal layers a maximum of eight (8) inches in thickness before being compacted. Material deposited in piles or windrows by excavating and hauling equipment shall be spread and leveled before compaction.
3. Each layer of material shall have the best practicable moisture content for satisfactory 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 to 95 percent of maximum density at optimum moisture content as determined by ASTM D698.
4. Wherever a pipeline is to pass through a fill or embankment, the fill or embankment material shall be placed and compacted to an elevation not less than thirty-six (36) inches above the top of pipe elevation, and a trench shall be excavated in the embankment to permit placement of the pipe.
5. Granular Fills shall be provided where indicated on the Drawings. Granular Fills shall be placed on suitably prepared subgrades and compacted by vibration. Granular Fills shall be compacted to not less than 95 percent relative density as determined by ASTM D1557.
6. Where pipes are installed in embankments containing ground water, granular embedment material shall normally be omitted 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 or stones. The embedment material shall be compacted as specified for the embankment.

### 3.5 Embedment and Backfill

#### A. Pipe Embedment:

1. Embedment materials both below and above the bottom of the pipe, Classes of embedment to be used, and placement and compaction of embedment material shall conform to the requirements indicated on Figure 02200-1 and to the following supplementary requirements.
2. Embedment material shall contain no cinders, clay lumps, or other Material which may cause pipe corrosion.
3. All Embedment shall be Class A.
4. Placement and Compaction: Granular embedment 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.
5. After each pipe has been aligned, placed in final position on the embedment material, and shoved home, sufficient pipe embedment material shall be deposited and compacted under and around each side of the pipe and back of the bell to hold the pipe in proper position and alignment during subsequent pipe jointing and embedment operations. Embedment material shall be deposited and compacted uniformly and simultaneously on each side of the pipe to prevent lateral displacement.
6. Granular Embedment shall be placed in maximum 6" layers and vibrated with a mechanical probe type vibrator during placement to ensure that all spaces beneath the pipe are filled. Each lift of embedment material shall be compacted with a platform type vibrating compactor to at least 70 percent relative density as determined by ASTM D4253 and D4254.
7. Groundwater Barrier: Interrupt continuity of embedment material by placing low permeability Groundwater Barrier Material to impede passage of groundwater through the embedment. Groundwater Barrier Material shall be placed around vault structures with cast-in-place bases and compacted to 95% of maximum density and along trenches at intervals approved by WSD not to exceed 250 feet.
  - a. Groundwater Barriers (specified under pipe embedment) shall extend to the top of the graded gravel backfill.

- #### B. Trench Backfill: Compacted Backfill: Compacted Soil Backfill may be used above the granular embedment in non-paved areas.

1. Job Excavated Materials (in non-paved areas): Place in uniform layers not exceeding eight (8) inches in thickness before being compacted. Each layer of material shall maintain optimum moisture content for compaction. The material in each layer shall be wetted or dried as required and mixed to ensure uniform moisture content and compaction. Increased layer thickness not to exceed 12 inches in thickness before being compacted may be permitted for non-cohesive material if the Contractor demonstrates to WSD satisfaction that the specified compacted density will be obtained. The method of compaction and the equipment used shall be appropriate for the material to be compacted and shall not transmit damaging shocks to the pipe. Job excavated material shall be compacted to 95 percent of maximum density at optimum moisture content, as determined by ASTM D698, or to 70 percent relative density, as determined by ASTM D4253 and D4254 when appropriate.
2. Type 5 Aggregate Backfill: Place in uniform layers not exceeding twelve (12) inches in thickness before being compacted. The backfill shall be compacted with a vibratory roller or platform vibrator to at least 70 percent relative density as determined by ASTM D4253 and D4254.

### **3.6 Final Grading and Placement of Topsoil**

- A. After completing backfilling, grade areas to the required elevations, slopes, and contours. All cuts, fills, embankments, and other areas that have been disturbed or damaged by construction operations shall be surfaced with topsoil to a depth of at least 4 inches.
- B. Use of graders or other power equipment will be permitted for final grading and dressing slopes. Grade surfaces to provide effective drainage. Unless otherwise indicated, provide a slope of at least 1- percent.
- C. Final grades and surfaces shall be smooth, even, and free from clods and stones, weeds, brush, and other debris.

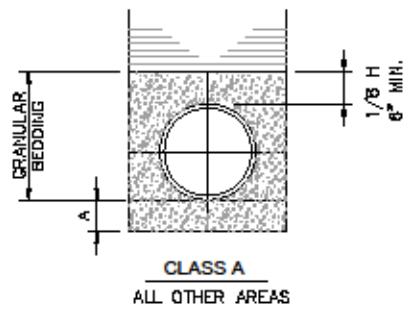
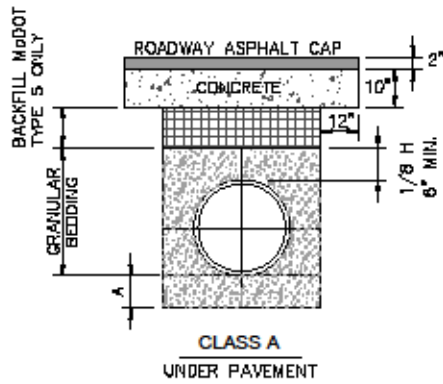
### **3.7 Disposal of Excess Materials**

- A. Excess excavated materials that are not utilized in trench backfill shall be disposed of at an approved site or landfill.
- B. Excess earth from excavations may be distributed directly over the pipe trench and within the pipeline right-of-way to a maximum depth of 6 inches above the original ground surface elevation along the trench centerline and sloping each way. Wasted material shall be carefully finished with a drag, blade machine, or other suitable tool to a smooth, uniform surface without obstructing drainage. Wasting of excess excavated material as described will not be permitted where the line of trench crosses or is within a railroad, public road, highway right-of-way or established lawn or other landscaped area. The disposal of waste and excess excavated materials, including hauling, handling, grading, and surfacing, shall be an obligation of the Contractor.

### **3.8 Maintenance**

- A. The Contractor shall be responsible for all settlement of backfill, fills, and embankments that may occur.




END OF SECTION



**NOTES**

FOR EMBEDMENT AND BACKFILL SPECIFICATIONS AND ASSOCIATED COMPACTION REQUIREMENTS SEE SECTION 02200.

**LEGEND**

-  GRANULAR BEDDING
-  BACKFILL
-  MODOT TYPE 5 AGGREGATE FOR BASE

**ABBREVIATIONS**

- H COVER ABOVE TOP OF PIPE
- A DEPTH OF EMBEDMENT BELOW 20" AND SMALLER PIPE (MINIMUM IN SOIL SHALL BE 3"; MINIMUM IN ROCK SHALL BE 6")

**EMBEDMENT AND BACKFILL FOR ALL PIPES  
REQUIRES CLASS A EMBEDMENT**

WATER SERVICES DEPARTMENT

CITY OF KANSAS CITY, MISSOURI

REVISED: AUGUST, 2016 CONSTRUCTION DETAIL DRAWING NO. 02200-1

## **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 02180 – Clearing and Grubbing.
- D. Section 02190 – Demolition.
- E. Section 02200 – Earthwork.
- F. Section 02230 – Geotextiles.
- G. Section 02575 – Surface Restoration.
- H. Section 02930 – Seeding.
- I. Section 02931 – Sodding.

#### **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/ft<sup>3</sup>).
  - 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. Offsite areas shall be arranged for by the Contractor in accordance with Section 01000 – General Project Requirements.
- C. 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.
- D. Rock – Unless otherwise specified in Section 01015 – Specific Project Requirements, all Materials encountered, regardless of type, character composition and condition shall be considered "unclassified" for the purpose of payment. Contractor shall determine the quantity of various materials to be excavated prior to submitting their Bid. Rock encountered shall be excavated at no extra cost to City.

#### 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 in accordance with Section 02190 – Demolition.
- B. Waste materials resulting from the cutting of pavement shall be considered demolition debris and disposed in accordance with Section 02190 – Demolition.

### 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 CLEARING AND GRUBBING

- A. Perform clearing and grubbing as indicated or as necessary to perform excavation or trenching.
- B. Clearing and grubbing shall conform to Section 02180 – Clearing and Grubbing.

3.04 STRIPPING

- A. Stripping shall conform to the requirements of Section 02200 – Earthwork, paragraph STRIPPING.

3.05 GENERAL REQUIREMENTS FOR OPEN EXCAVATIONS

- A. See Section 02200 – Earthwork for additional requirements on open excavations.

3.06 BLASTING

- A. Blasting is prohibited unless approved by the City. If approved, Blasting shall conform to the requirements of Section 02200 – Earthwork, paragraph BLASTING.

3.07 DEWATERING

- A. Dewatering of trench excavations shall conform to the requirements of Section 02200 – Earthwork, paragraph DEWATERING.

3.08 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.

3.09 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. Alignment, Grade and Minimum Cover:
  - 1. The alignment, grade and elevation of each pipeline shall be as indicated on the Drawings.
  - 2. Trenches for waterlines shall be excavated to a depth sufficient to provide a minimum of 42 inches of pipe cover. Sixteen inch and larger diameter water lines shall be installed with a minimum of 60 inches of pipe cover.
  - 3. Greater pipe cover depths may be necessary on vertical curves or to provide necessary clearance for air release vaults, existing pipes, conduits, drains, drainage structures or other obstructions.
- D. 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)**

<b>Pipe Size (inches)</b>	<b>Min. Trench Width in Earth (inches)</b>	<b>Max. Trench Width in Earth (inches)</b>	<b>Min. Trench Width in Rock (inches)</b>
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)**

<b>Pipe Size (inches)</b>	<b>Min. Trench Width in Earth (inches)</b>	<b>Max. Trench Width in Earth (inches)</b>	<b>Min. Trench Width in Rock (inches)</b>
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

- E. 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.
- F. Excavation Below Pipe Subgrade – The trench bottom shall be over excavated below the proposed pipe, as indicated in 02250-1 and 02250-2 of this Section, to provide for the installation of granular embedment.
- G. 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.
- H. 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.

### 3.10 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.

### 3.11 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 02250-1 and 02250-2.
- 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 02250-1 and 02250-2.
  - 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.

### 3.12 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 02250-1 and 02250-2.
- C. Material – Granular Bedding.
- D. Layer Thickness – One half the outside diameter of the pipe or pipe bell.

### 3.13 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.

### 3.14 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 02250-1 and 02250-2.
- 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 may be substituted for Granular Fill Material as approved 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.

### 3.15 EMBEDMENT

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

### 3.16 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.
- G. Use of Geotextile Material:
  - 1. Where indicated on the Drawings, migration of soil into the embedment material shall be prevented with geotextile fabric.
  - 2. Geotextile material shall conform to Section 02230 – Geotextiles, paragraph GEOTEXTILES on Subsurface Drainage, unless otherwise indicated on the Drawings or in Section 01015 – Specific Project Requirements.
  - 3. Geotextile shall be placed on the trench surfaces so that it completely surrounds the embedment material. Joints shall be lapped 12 inches.

### 3.17 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.

### 3.18 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.

### 3.19 DITCH CHECK

- A. Continuity of embedment material shall be interrupted by low permeability groundwater barriers to impede passage of groundwater through the embedment.
- B. Materials:
  - 1. Unpaved Areas – Suitable material classified as GC, SC, CL or ML-CL as defined in Section 02200 – Earthwork, paragraph MATERIAL ENCOUNTERED. Barriers shall be compacted to 95% maximum dry density in accordance with ASTM D698 with a moisture content range from 3% below optimum to 2% above optimum.
  - 2. Paved Areas – CLSM.
- C. Barriers shall be constructed the full depth of the trench and shall include the foundation, bedding, haunching, initial backfill and final backfill zones of the trench.
- D. Barriers shall be the full width of the trench excavation and 3 to 5 feet in length measured along the pipe.
- E. Barriers shall be placed in the trench at intervals as shown on the Drawings or as directed by City/Design Professional. Unless otherwise specified by the City/Design Professional or specified in Section 01015 – Specific Project Requirements, the spacing of the groundwater barriers shall not exceed 250 feet.
- F. The installed location of all groundwater barriers shall be noted on the Field Mark-Up Drawing and Construction Record Drawing.
- G. Construction of the groundwater barriers shall be incidental to trenching and backfilling. No separate measurement or payment will be made.

### 3.20 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.

### 3.21 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.

### 3.22 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) One compaction test shall be done every 100 feet of trench length under pavement and for every three vertical feet of backfill lifts placed. A minimum of two sets of tests are required for each trench backfilled regardless of length.
      - (iv) One compaction test will be done for every 300 feet of trench length in unpaved areas and for every three vertical feet of backfill lifts placed. A minimum of two sets of tests are required for each trench backfilled regardless of length.
      - (v) 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 a minimum of ten (10) 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. The minimum frequency of compressive strength testing will be one set of cylinders obtained once per day or for every 100 cubic yards of flowable backfill placed.
- 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.

### 3.23 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.

### 3.24 SEEDING AND SODDING

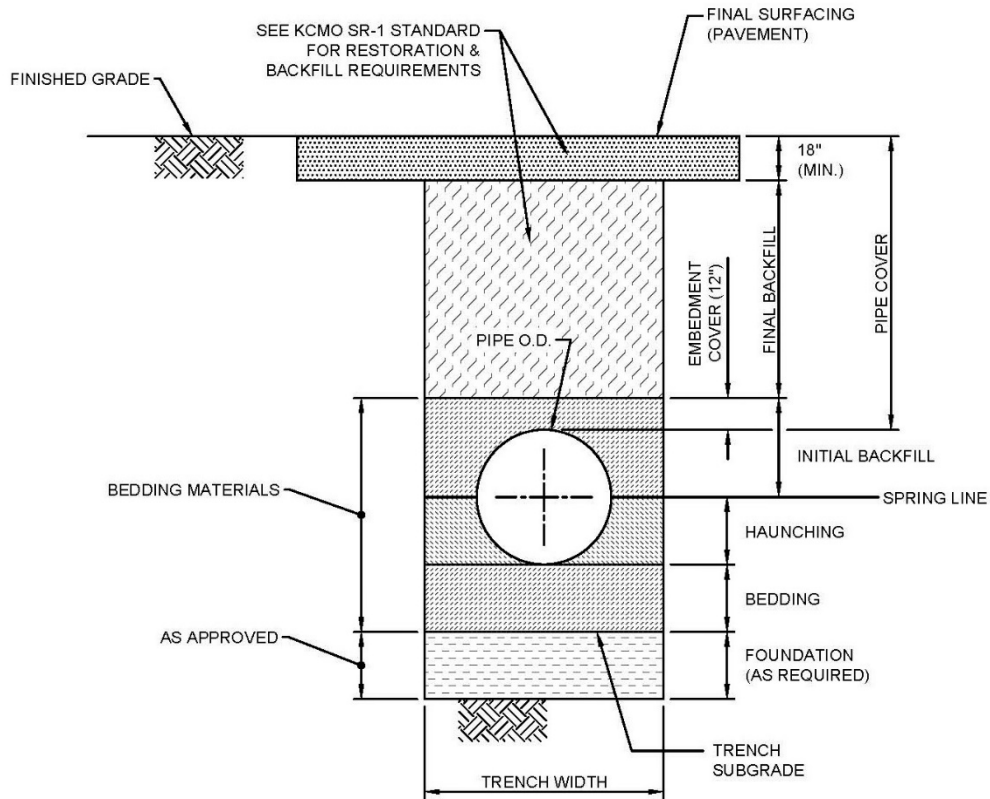
- A. All areas disturbed by the Contractor's operations shall be seeded or sodded according the requirements of Section 02930 – Seeding or Section 02931 – Sodding.

### 3.25 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.

Drawings 02250-1 and 02250-2 on the following 2 pages.





**TRENCH DETAIL, CLASS A BEDDING,  
PAVED AREAS**

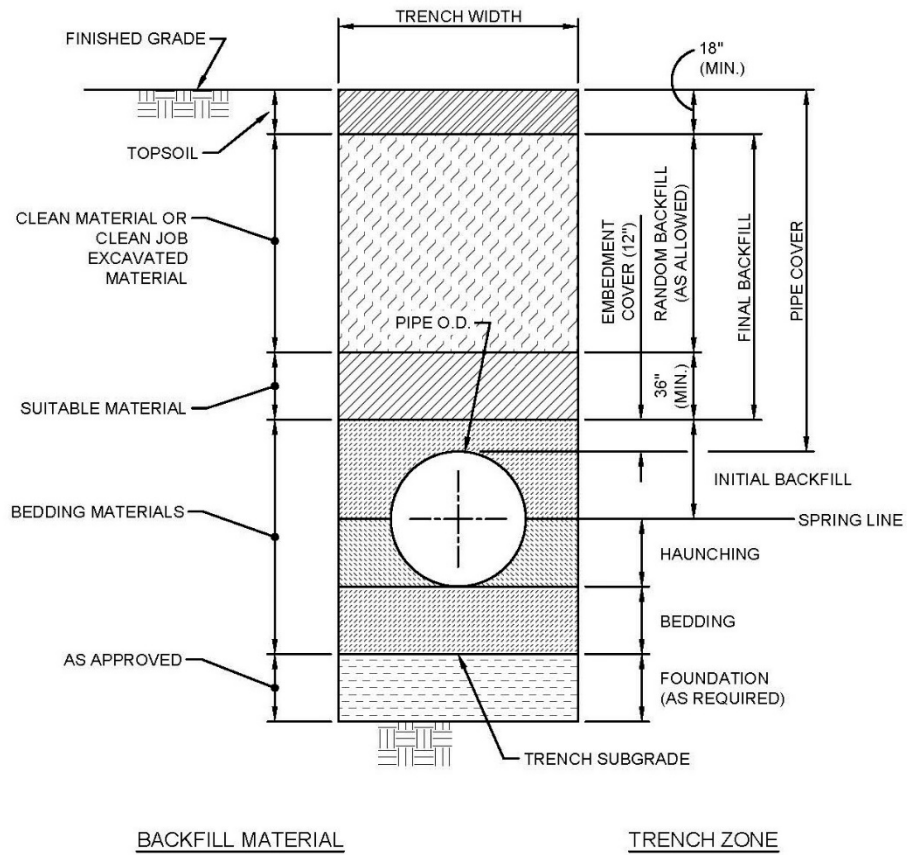
WATER SERVICES  
CITY OF KANSAS CITY, MISSOURI

DRAWING NO. **02250-1**

DEVELOPED BY: \_\_\_\_\_  
TECHNICAL ADVISORY COMMITTEE

APPROVED BY: \_\_\_\_\_  
DATE: 09/16/2021

1 OF 1



**TRENCH DETAIL, CLASS A BEDDING,  
UNPAVED AREAS**

WATER SERVICES  
CITY OF KANSAS CITY, MISSOURI

DRAWING NO. **02250-2**

DEVELOPED BY: \_\_\_\_\_  
TECHNICAL ADVISORY COMMITTEE

APPROVED BY: \_\_\_\_\_  
DATE: 09/13/2021

1  
OF  
1

END OF SECTION

**SECTION 02575**  
**SURFACE RESTORATION**

**PART 1 GENERAL**

**1.1 Section Description**

A. This section provides replacement of sidewalks, curbs, and pavement.

**1.2 Section Includes**

- A. Embedment and Backfill
- B. Roadway Surfacing
- C. Brick or other Paver Material
- D. Sidewalk

**1.3 Related Sections**

- A. Section 01300 – Submittals
- B. Section 01600 – Material and Equipment
- C. Section 02200 – Excavation and Trenching
- D. Section 03001 – Concrete

**1.4 References**

- A. American Public Works Association (APWA) - Standard Specifications.
- B. KCMO Public Works - Standard Specifications.
- C. Missouri Department of Transportation (MoDOT) Standard Specifications.

**1.5 Submittals**

A. Follow the procedures for Submittals provided in Section 01300 - Submittals.

**1.6 Quality Assurance**

A. All work shall conform to the latest APWA Standard Specifications and KCMO Department of Public Works Standard Specifications and Detail Drawings. In addition, for work specifically within MoDOT right-of-way, all restoration shall comply with MoDOT specifications and requirements.

- B. Street cuts under Permit Work shall comply with KCMO Public Works Rules and Regulations for Excavation Permits. Excavations shall be protected at all times in accordance with Section 02200 and the Contract Documents.
- C. The manufacturer or supplier shall be a company specializing in the Products specified in this Section with minimum three years documented experience.
- D. All tests required for compliance with MoDOT or KCMO Public Works restoration standards and any permit condition shall be at Contractor's costs. Contractor shall coordinate sample collection and testing. Laboratory and test procedures shall be in accordance with KCMO Public Works standards within KCMO right-of-way and MoDOT standards within MoDOT right-of-way. Tests results shall be provided to the KCMO Public Works, the KCMO Water Services Department, and MoDOT, where applicable.

### **1.7 Delivery, Storage, and Handling**

- A. Follow the provisions for the delivery, storage, protection and handling products to and at site provided in Section 01600 - Material and Equipment:
- B. Do not place asphalt when base surface temperature is less than 40° F (4° C), or surface is wet or frozen.

## **PART 2 PRODUCTS**

### **2.1 Materials**

- A. Embedment and Backfill: Refer to Specification Section 02200 - Excavation and Backfill - Water Main Construction. Within MoDOT right-of-way, backfill materials shall comply with MoDOT specifications and requirements.
- B. Roadway Surfacing: In accordance with KCMO Public Works Standard Specifications and Street Cut Restoration Standard Drawing, SR-1. For restoration within MoDOT right-of-way, all restoration materials shall comply with MoDOT specifications and requirements.
- C. Brick or other Paver Material: Match existing.

## **PART 3 EXECUTION**

### **3.1 General Requirements**

- A. All excavation within City right-of-way requires a permit from the KCMO Public Works Department and within State Highway right-of-way requires a permit from MoDOT.
- B. All street or roadway pavement, driveway pavement, surfaced parking areas, sidewalks, curb and gutters, or other similar features encountered during water main construction shall be carefully demolished in accordance with the requirements herein, to allow for proper reconstruction of the feature.

- C. Existing pavements shall be cut parallel or perpendicular to the direction of traffic. Cuts shall be made with a concrete saw or similar tool designed for cutting pavement with a minimum of damage to the area to remain. The edges of cuts shall be smooth and straight. If, after trench excavation, cuts are less than one foot from the top of the trench in any location, the pavement shall be cut again, and additional pavement shall be removed to allow for proper pavement repair.
- D. All features subject to traffic (vehicular or foot) are to be reopened either permanently or temporarily, at the earliest possible time, to minimize inconvenience to the users of the feature. Trenches are to be backfilled or plated whenever no work is being conducted in the traffic location.
- E. Any surface feature damaged by construction activities, whether in the location of a trench or not, shall be removed and restored in accordance with these requirements.

### **3.2 Examination**

- A. During demolition, existing pavement wearing course, base, and sub-base conditions shall be carefully observed, and measured as necessary for proper duplication during restoration.
- B. During restoration, examine sub-base and base to verify proper moisture content and ability to support construction activities and imposed loads.
- C. Verify grades and elevations are correct.

### **3.3 Curbs, Sidewalks, Sidewalk Ramps, Driveways, Bicycle/Pedestrian Paths and Concrete Features**

- A. Concrete features are to be removed to the nearest joint in the existing material, provided that it is at least one foot from the top of the trench after excavation.
- B. Reconstruct curbs to match adjoining materials and dimensions. Curbs and curb ramps shall meet KCMO Public Works Standards sections 2209 and 2301 and Drawing C, and shall comply fully with all requirements in this section and with the requirements of ADAAG Section 4.7. For restoration within MoDOT right-of-way, Contractor shall comply with MoDOT specifications and requirements.
- C. Reconstruct sidewalks and driveways to the current City standard or to match the existing materials and dimensions, whichever is the higher standard. Sidewalks and driveways shall meet KCMO Public Works Standards section 2301 and Drawings D1, D2, and D3, and shall comply fully with all requirements in this section and with the requirements of ADAAG Section 4.7. For restoration within MoDOT right-of-way, Contractor shall comply with MoDOT specifications and requirements.
- D. Stone curbs, brick pavers and similar materials shall be carefully removed by hand, preserved for reuse, and replaced to match the existing feature. A concrete cap extending one foot beyond the top of trench shall be placed over the trench beneath the pavers. This supporting trench cap shall be 10 inches thick in areas subject to

vehicular traffic, and 6 inches thick in areas subjected to foot traffic only. A sand bed shall be provided where required to properly level and install pavers.

### **3.4 Asphaltic Concrete Surfaces**

- A. Pavement shall be removed twelve (12) inches beyond the edge of the disturbed subgrade or pavement whichever is greater. If the excavation is within three (3) feet of an existing joint or cut, the surface shall be extended to that joint or cut.
- E. B. Restoration of street cuts shall conform to the City “Street Cut Restoration Standards”, Street Cut Restoration Standard Drawing SR-1, and the requirements of the street cut permit. . For restoration within MoDOT right-of-way, Contractor shall comply with MoDOT specifications and requirements.
- C. Restoration of parking lot, driveway, and similar surfaces shall match the existing surface or conform to current standard for the feature whichever standard is higher.

### **3.5 Gravel and other Surfaces**

- A. Oiled crushed rock (chip and seal) surfaces shall be replaced with a minimum of 6 inches untreated compacted aggregate and 4 inches of Type 3 asphaltic concrete.
- B. Earth or crushed rock roads shall be restored with a minimum of 12 inches of untreated compacted aggregate over a trench cap as described above. The aggregate material shall closely resemble the original or surrounding material.
- C. All other surfaces shall be restored to match the surrounding surface, as directed by City.

END OF SECTION

**SECTION 02608**  
**CONCRETE VAULTS**

**PART 1 GENERAL**

**1.1 Section Description**

- A. This section provides for the installation of vaults to house water main appurtenances in locations shown on the drawings.

**1.2 Section Includes**

- A. Concrete Vaults
- B. Lids and Frames
- C. Vault Configuration

**1.3 Related Sections**

- A. Section 01300 – Submittals
- B. Section 01600 – Material & Equipment
- C. Section 02200 - Excavation and Trenching
- D. Section 02575 – Surface Restoration
- E. Section 02618 – Ductile Iron Pipe Water Main
- F. Section 02641 – Valves

**1.4 References**

- A. ASTM A48 - Gray Iron Castings.
- B. ASTM C33 - Standard Specification for Concrete Aggregates.
- C. ASTM C150 - Standard Specification for Portland Cement.
- D. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- E. ASTM C478 - Precast Reinforced Concrete Manhole Sections.
- F. ASTM C923 - Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.
- G. International Masonry Industry All-Weather Council (IMIAC): Recommended Practices and Guide Specification for Cold Weather Masonry Construction.

## **1.5 Submittals**

- A. Follow the procedures for submittals provided in Section 01300 – Submittals.
- B. Provide information on materials and construction of vaults, vault lids and frames, component construction, features, configuration, and dimensions.

## **1.6 Quality Assurance**

- A. To ensure conformance to tensile strength requirements, the following procedure will be followed for each lot of castings used.
  - 1. All castings shall be Julian Heat dated.
  - 2. Two test bar specimens shall be poured when producing castings. Test bar specimens shall be Julian Heat dated. One test bar shall be sent to an independent laboratory for tensile strength testing. The other test bar shall be held at the foundry for a period of not less than one year.
  - 3. A test report from an independent laboratory verifying tensile strength shall accompany each shipment of castings. The heat date(s) on castings shall correspond to the tensile strength report(s).
- B. The manufacturer shall be a company specializing in manufacturing Products specified in this Section with minimum three years documented experience.
- C. Cold Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.

## **1.7 Delivery, Storage and Handling**

- A. Follow the provisions for the delivery, storage and handling of products to and at site provided in Section 01600 - Material and Equipment.

## **PART 2 PRODUCTS**

### **2.1 Materials**

- A. Concrete Vaults:
  - 1. Vault Sections: Reinforced precast concrete in accordance with ASTM C478 with gaskets in accordance with ASTM C923.
  - 2. Mortar: Proportions by volume shall be one part Portland cement, ASTM C150 Type I; two parts sand, ASTM C33; and 10 percent by volume of lime ASTM C207, Type S.
- B. Lids And Frames:



1. Castings shall conform to the requirements of ASTM Designation A48, Class 35B.
2. The word "WATER" shall be cast in the cover in 3" letters. The words Kansas City Missouri shall be cast in the cover in 1 ¼ " letters.
3. UNPAVED/EASEMENTS/GREENWAY Locations: Covers shall have "WATER" in the center.
  - a. The frame and cover shall be Deeter Foundry, Inc. #1320A or approved equal.
4. PAVED City/Public Street Right-of-way Locations: Castings installed in Paved areas will be adjustable/self leveling. Covers shall have "WATER" in the center.
  - a. 24" East Jordon Iron Works 3024 Self-Level Manhole Frame and Cover with 1040AGS "T" Gasket Cover or approved equal.

OR

- b. 25" CertainTeed PAM VIATOP ductile iron casting reference #CDVT60QG or approved equal. ISO9000 certified foundry of all Ductile Iron components. Castings shall be third party certified 65-45-12 ductile iron and all related standards. Covers shall be hinged with drain and incorporate 90 degree blocking systems to prevent accidental closure. Casting shall have lifetime warranty for all components. Reference: AASHTO H20 and ISO 1083 or approved equal.

C. Vault Configuration

1. Shaft Construction: Concentric with lipped male/female joints; sleeve to receive pipe.
2. Shape: Cylindrical.
3. Clear Inside Dimensions:
  - a. 60" diameter
4. Clear Lid Opening: 26 inches diameter, minimum.
5. Pipe Entry: Provide openings as required.
6. Steps: See detail drawing No. 02608-1.

## **PART 3 EXECUTION**

### **3.1 Examination**

- A. Verify items provided by other sections of Work are properly sized and located.
- B. Verify that built-in items are in proper location, and ready for roughing into Work.
- C. Verify excavation for vaults is correct.
- D. Verify that subgrade will support vault.

### **3.2 Preparation**

- A. Coordinate placement of inlet and outlet pipe or sleeves required by other sections.

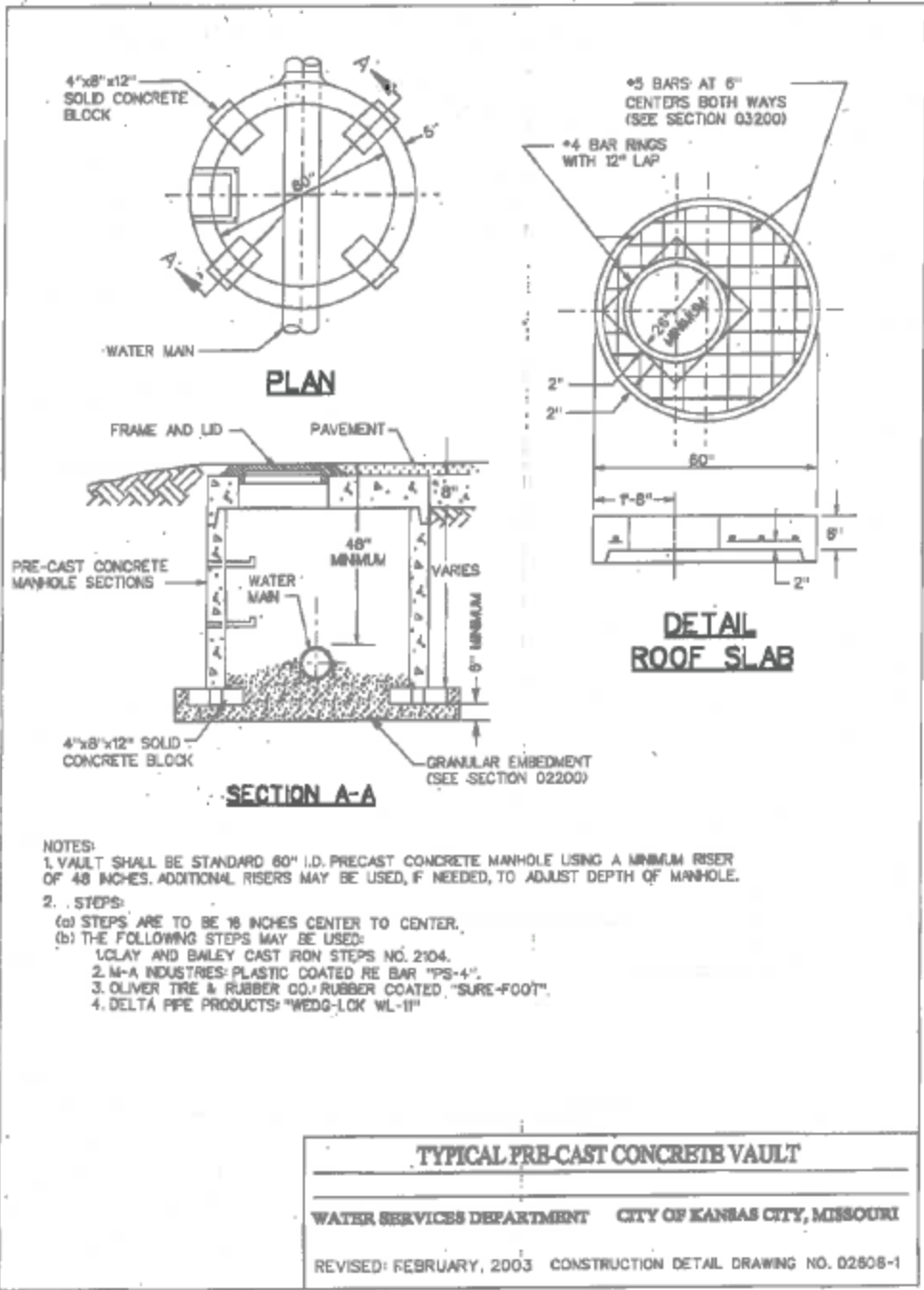
### **3.3 Placing Vault Sections**

- A. Place concrete blocks.
- B. Place vault sections plumb and level, at correct elevations.
- C. Set cover frames and covers level without tipping, to correct elevations.

### **3.4 Corrosion Protection**

- A. Provide corrosion protection for the concrete and concrete reinforcement, when and as specified.
- B. Corrosion protection for concrete shall be required when the soil conditions indicate the need for sulfate resistant concrete and it is not available from the precast concrete member manufacturer.

END OF SECTION



## SECTION 02618

### DUCTILE IRON PIPE WATER MAIN

#### PART 1 GENERAL

##### 1.1 Section Description

- A. This section provides for pipe, fittings, and appurtenances associated with the installation of ductile iron pipe water main.

##### 1.2 Section Includes

- A. Pipe
- B. Fittings
- C. Appurtenances
- D. Shop Coating and Lining
- E. Bolts and Nuts
- F. Protective Coatings

##### 1.3 Related Sections

- A. Section 01016 – Water Mains Near Sewers
- B. Section 01300 – Submittals
- C. Section 01600 – Material and Equipment
- D. Section 02200 – Excavation and Trenching
- E. Section 02575 – Surface Restoration
- F. Section 02608 – Concrete Vaults
- G. Section 02641 – Valves
- H. Section 02645 – Hydrants, Blow-offs and Flushing Assemblies
- I. Section 02669 – Thrust Restraints
- J. Section 02675 – Water Main Testing, Disinfection and De-chlorination

##### 1.4 References

- A. ANSI/NSF61 - Drinking Water Treatment Chemicals.

- B. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc Coated, Welded and Seamless.
- C. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile.
- D. ASTM D4976 - Standard Specification for Polyethylene Tubing.
- E. AWWA C104/ANSI A21.4 - Cement-Mortar Lining for Cast-Iron Pipe and Fittings.
- F. AWWA C105/ANSI A21.5 - Polyethylene Encasement For Ductile Iron Piping.
- G. AWWA C110/ANSI A21.10 - Gray-Iron and Ductile Iron Fittings.
- H. AWWA C111/ANSI A21.11 - Rubber-Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- I. AWWA C115/ANSI A21.15 - Flanged Ductile-Iron Pipe with Ductile Iron or Gray Iron Thread.
- J. AWWA C150/ANSI A21.50 - Standard for the Thickness Design of Ductile Iron Pipe.
- K. AWWA C151/ANSI A21.51 - Ductile Iron Pipe Centrifugally Cast for Water.
- L. AWWA C153/ANSI A21.53 - Ductile-Iron Compact Fittings, 3 in. through 24 in.
- M. AWWA C203 - Standards for Steel Pipe.
- N. AWWA C550 - Protective Epoxy Interior Coatings for Valves and Hydrants.
- O. AWWA C600 - Installation of Ductile Iron Water Mains and their Appurtenances.

## **1.5 Submittals**

- A. Follow the procedures for submittals provided in Section 01300 - Submittals
- B. Submit shop drawings and project data (laying schedule) for piping work showing pipe and fitting sizes, valve locations, joint details; and hydrant locations.

## **1.6 Quality Assurance**

- A. Follow provisions of AWWA C600.
- B. The manufacturer shall be a company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- C. Mark rejected or defective materials and remove them from the work site.

## **1.7 Delivery, Storage, and Handling**

- A. Follow the provisions for the delivery, storage, protection and handling products to and at site provided in Section 01600 - Material and Equipment.
- B. Accept piping on site. Inspect for damage and inventory.

## **PART 2 PRODUCTS**

### **2.1 Water Main Pipe Materials**

#### **A. Pipe**

- 1. Unless indicated otherwise, all 4" diameter through 12" diameter shall be thickness class 52. Pipe 16-inch diameter and larger shall be thickness Class 54 minimum. The pipe shall be designed in accordance with AWWA C150-ANSI A21.50 and manufactured per AWWA C151-ANSI A21.51 complete with all accessories.
- 2. All ductile iron pipe, and all fittings, valves, and other buried appurtenances, shall be encased in polyethylene.
- 3. Joints: The joints shall be of the push-on type unless otherwise specified conforming to ANSI/AWWA C111/A21.11, except gaskets shall be neoprene or synthetic rubber. Gaskets shall be certified as suitable for chlorinated potable water in accordance with ANSI/NSF61. Natural rubber will not be acceptable.
- 4. Restrained Joints: See Section 02669.

#### **B. Fittings**

- 1. All fittings shall be made of Ductile Iron and manufactured according to AWWA C110/ANSI A21.10 or AWWA C153/ANSI A21.53.
- 2. Fitting joints shall be Mechanical Joint (MJ), Flange Joint (FLG), or Push-On Joint, per AWWA C111/ANSI A21.11. All MJ glands shall be ductile iron. Fittings shall have distinctly cast upon them, the pressure rating and the letters "DI" or "Ductile". FLG Fittings shall be used only for aboveground installations.
- 3. Flanged Joints: Shall be provided with full-face gaskets and shall meet the requirements of AWWA C115/ANSI A21.15.

#### **C. Appurtenances**

- 1. Welded - On Outlets: May not be used in lieu of tees.
- 2. Tapping Sleeves:

- a. Material: All material in the body, lugs, outlet, flange, bridge plate, bolts, nuts and washers shall be ASTM A-276 Type 304 or Type 316 or ASTM A-564 Type 630 stainless steel.
  - b. Body: Shall be a minimum of 14 gauge stainless steel and shall fit cast iron pipe classes A, B, C, and D.
  - c. Outlet: Shall be a minimum of 14-gauge stainless steel. The branch outlet shall be supplied with a tap and plug to permit pressure testing the sleeve prior to tapping the main.
  - d. Flange: Shall conform to AWWA C207 Class D with drilling in accordance with ANSI B 16.1 class 125, and shall be indexed per MSS-SP 60 to accept tapping valve.
  - e. Welding: All welding on the coupling shall be done with stainless steel rods.
  - f. Gaskets: Sleeve gaskets shall be full circumferential a minimum of ¼" thick gridded with tapered lap joint ends and stainless steel bridge plates molded flush into the gasket.
  - g. The Outlet: The outlet flange face shall be supplied with a bonded, full-face gasket. All gaskets shall be grade 30 specially compounded rubber, synthetic rubber, or 100 percent neoprene that shall have the necessary qualities to allow outside storage, permanence, and resistance to set after installation.
  - h. Bolts and Nuts: All bolts, nuts and washers shall be loose; lifter bar style bolt attachments shall not be permitted. All bolts and/or nuts shall be impregnated or coated to prevent seizure. Minimum diameter shall be 5/8".
  - i. Working Pressure: Sleeve shall be designed for a minimum working pressure of 175 psi.
  - j. General: Power Seal Model 3490-AS; JMC 432; Cascade CST-Ex stainless steel extra heavy duty; Ford Model FTSS; Romac STD Band SST-III; Smith Blair Type 665.
  - k. Power Seal Model 3490MJ or approved equal may also be used.
3. Tie Rods: ASTM A276, Type 304 or Type 316 Stainless Steel.
  4. Couplings: Dresser "Style 38" or Smith-Blair "441 or 411 Flexible Coupling"; without pipe stop. Bolted compression type couplings shall be manufactured of steel or ductile iron specifically for use with ductile iron pipe.

#### D. Shop Coating and Lining

1. All pipe and fittings shall be cement mortar lined in accordance with AWWA C104/ANSI A21.4. Pipe cement-mortar lining shall be without an asphaltic interior seal coating. All buried pipe and fittings shall be exterior coated with a black asphaltic coating minimum 1 mil in thickness per AWWA C151/ANSI A21.51. Any pipe or fittings above ground shall be prime coated with 6 mils DFT of Tnemec 140-1211 Epoxy Primer.
2. The exterior of ductile iron pipe shall be coated with a layer of arc-sprayed zinc per ISO 8179. The mass of the zinc applied shall be 200 g/m<sup>2</sup> of pipe surface area. A finishing layer topcoat shall be applied to the zinc. The mean

dry film thickness of the finishing layer shall not be less than 3 mils with a local minimum not less than 2 mils. The coating system shall conform in every respect to ISO 8179-1 "Ductile iron pipes - External zinc-based coating - Part 1: Metallic zinc with finishing layer. Second Edition 2004-06-01.

3. Ductile Iron Pipe used for sewers shall have an interior protective coating of Tnemec 431 coating.

E. Bolts and Nuts

1. Bolts: ASTM A307, chamfered or rounded ends projecting 1/4 to 1/2 inch from surface.
2. Nuts: ASTM A307, hexagonal, ANSI B18.2.2.

F. Marking:

1. Markings shall be legibly indented in the pipe or painted thereon with waterproof paint.

## 2.2 Protective Coatings

A. Polyethylene Encasement:

1. Polyethylene encasement materials shall be in accordance with ASTM D4976 and AWWA C105/ A21.5; LLD-12 mil or HDCL-4 mil. LLD-12 mil polywrap shall be blue.

<u>Item</u>	<u>LLD-12 mil</u>	<u>HDCL-4 mil</u>
Tensile Strength, psi	4,400	6,300
Elongation, percent	1,000	100
Dielectric Strength, v/mil	1,900	800
Tear Resistance, gf	4,400	250
Impact Resistance, g	1,100	800

2. The minimum tube size for each pipe diameter shall be in accordance with AWWA C105 as follows:



### Polyethylene Flat Tube Width (inches)

Nominal Pipe Diameter (inches)	Push-on Bell & Spigot Joints	Mechanical Joints
4	14	16
6	17	20
8	21	24
10	25	27
12	29	30
14	33	34
16	37	37
18	41	41
20	45	45
24	53	53

3. Adhesive tape shall be a general purpose adhesive tape 1-inch wide and approximately 8 mils thick, such as Scotch Tape No. 50, Polyken No. 900, Tapecoat CT or approved equal (Duct Tape will not be allowed).
  - B. Exterior Surfaces Underground (Excluding Pipe & Fittings): All metal surfaces, including each mechanical coupling, shall be thoroughly cleaned and then coated with Tnemec coal-tar epoxy "High-Build Tnemec-Tar". All material and the application thereof shall conform to AWWA C203.
  - C. Above ground pipe and fittings shall be field coated with Tnemec Coal Tar Epoxy "High-Build Tnemec-Tar."

## PART 3 EXECUTION

### 3.1 Handling

- A. Pipe, fittings, and accessories shall be handled in a manner that will ensure installation in a sound, undamaged condition. Equipment, tools, and methods used in unloading, reloading, hauling, and laying pipe and fittings shall be such that the pipe, pipe coating, and fittings are not damaged. Hooks shall not be used. Under no circumstances shall pipe or accessories be dropped or dumped. Pipe and fittings shall not be moved by inserting anything into pipe ends.
- B. Pipe and fittings on which the cement lining has been broken or loosened shall be replaced. Where the damaged areas are small and readily accessible, the lining may be permitted to be repaired in accordance with AWWA C104.

### 3.2 Inspection

- A. Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation. Spigot ends shall be examined with particular care since they are vulnerable to damage from handling. All defective, damaged, or unsound pipe and fittings shall be rejected and marked as such and removed from the site of the work.

### 3.3 Preparation

#### A. Cutting Pipe:

1. Ductile iron pipe shall be cut with a saw or an abrasive wheel. Existing cast iron pipe shall be cut with a saw or abrasive wheel.
2. The cutting of pipe with a torch will not be permitted.
3. Cutting shall be done in a neat manner without damage to the pipe or the cement lining. Cuts shall be smooth, straight, and at right angles to the pipe axis. After cutting, the end of the pipe shall be dressed with a file to remove all roughness and sharp corners.

#### B. Cleaning:

1. The interior of all pipe and fittings shall be thoroughly cleaned of foreign matter before being installed and shall be kept clean until the work has been accepted.
2. Surfaces shall be wire brushed, if necessary, wiped clean, and kept clean until jointing is completed.

### 3.4 Installation

#### A. General

1. Alignment: Runs intended to be straight shall be laid straight. Deflections from a straight line or grade shall not exceed the quantities stipulated in Table 4 or Table 5 of AWWA C600. Shorter pipe sections or special bends shall be installed where the alignment or grade requires them.
2. Laying Pipe: Pipe shall be protected from lateral displacement by pipe embedment material installed as specified in Section 02200. Under no circumstances shall the pipe be laid in water; and no pipe shall be laid in unsuitable trench conditions.
  1. Pipe shall be laid with the bell ends facing the direction of laying except when reverse laying is specifically authorized by the WSD.
  2. Whenever pipe laying is stopped, the open end of the line shall be sealed with a watertight plug that will prevent water and objects from entering the pipe.
3. No pipe length less than 18" shall be used.

#### B. Mechanical Joints:

1. The gasket and gland shall, after proper joint cleaning, be in position on the spigot before shoving the pipe to its final position. Center the entering spigot so that the

gland or follower ring is parallel to the face of the connecting bell. Joint shall be shoved "home" and the gland properly positioned with respect to the connecting bell with the connecting pipes in as nearly perfect alignment as practicable. The bolts shall be slightly and uniformly tightened. Deflection may be made after the bolts are tightened.

2. Coat the gasket with a lubricant (suitable for potable water) supplied by the pipe manufacturer and all surfaces of the bell, spigot, and gland that will come in contact with the gasket at any time during assembly.
3. Gasket shall be carefully pushed into position and evenly seated in the bell. The gland shall be shoved into place against the gasket, the bolts inserted, and the nuts tightened with the fingers until snug. Final tightening of the bolts shall be done with a ratchet torque wrench.
4. Partially tighten the bottom bolt, then the top bolts, alternately either side, and finally the remaining bolts, alternately tightening bolts 180 degrees apart. This cycle is then to be repeated until all bolts are tightened to the torque specified by the manufacturer:

5/8" bolts --- 40 to 60 foot pounds

3/4" bolts --- 60 to 90 foot pounds

5. If sealing is not maintained at the torque specified, the joint shall be disassembled, thoroughly cleaned, and reassembled. Overstressing of bolts to compensate for poor installation practice will not be permitted.

C. Push-On Joints:

1. Wipe the gasket seat clean with a cloth and position in place. Coat the gasket with a lubricant supplied by the pipe manufacturer. Apply to all of the inner surface of the gasket that will come into contact with the entering pipe.
2. Clean the plain end of the pipe and apply a thin film of lubricant (suitable for potable water) to the outside of the plain end of the pipe and its beveled edge. Align the plain end of the pipe with the bell of the pipe to which it is to be joined. The joint deflection angle should not exceed the recommended maximum of the manufacturer.
3. Bring the plain end of the pipe in contact with the gasket and exert sufficient force on the entering pipe so that its plain end compresses the gasket and makes contact with the base of the socket of the bell. This force can be applied by means of a jack type tool, backhoe, or other methods approved by the WSD.

D. Flanged Joints:

1. When bolting, care shall be taken to provide uniform gasket compression and prevent unnecessary stress on the flanges. Flange shall be free to move in any direction while the flange bolts are being tightened. Bolts shall be tightened gradually and at a uniform rate to provide uniform gasket compression.

2. Use full-face gaskets only.
- E. Restrained Joints:
1. Restrained joints shall be installed in accordance with the pipe manufacturer's recommendations.
  2. All joints within utility casings shall be restrained joints.
- F. Encasement:
1. Polyethylene encasement shall be installed on all ductile iron pipe and fittings. The polyethylene shall prevent contact between the pipe, fittings, and the surrounding embedment.
  2. The polyethylene encasement shall be installed as specified in "Method A" below and as shown on the Construction Detail Drawing No. 02618-1.
    - a. Method A: Polyethylene tubing shall be approximately two (2) feet longer than the length of the pipe section to provide a one (1) foot overlap on each adjacent pipe section. Tube ends need not be taped in place unless directed by the WSD. Repair rips, punctures, or other damages to the polyethylene with adhesive tape or with a short length of polyethylene tube cut open, wrapped around the pipe, and secured with adhesive tape as directed by the WSD (duct tape is not allowed).
  3. Pipe-Shaped Appurtenances: Bends, reducers, offsets, and other pipe-shaped appurtenances shall be covered with polyethylene in the same manner as the pipe.
  4. Odd-Shaped Appurtenances: Valves, tees, crosses, and other odd-shaped pieces that cannot practically be wrapped in a tube shall be wrapped with a flat sheet or split length of polyethylene tube. The sheet shall be passed under the appurtenance and brought up around the body. Seams shall be made by bringing the edges together, folding over twice, and taping down. Tape polyethylene securely in place at overlaps, valve tops and all other penetrations.
  5. Lifting devices shall not be placed over polyethylene.
  6. Polyethylene shall be protected from exposure to weather or damage at all times.
  7. Openings in Encasement: Openings for branches, service taps, blow-offs, air valves, and similar appurtenances shall be made by making an x-shaped cut in the polyethylene and temporarily folding the film back. After the appurtenance is installed, tape the slack securely to the appurtenance and repair the cut as well as any other damaged areas in the polyethylene with tape. The new appurtenance shall be wrapped.

8. Junctions between Wrapped and Unwrapped Pipe: Where polyethylene wrapped pipe joins an existing pipe which is not wrapped, extend the polyethylene tube to cover the unwrapped pipe a distance of at least three feet. Secure the end with circumferential turns of tape.
9. Taps: Wrap 3 layers of adhesive tape over the polyethylene, covering the area where the tapping machine will be mounted. Mount the machine over the tape. Make the tap and install the corporation stop through the tape and polyethylene. After making the service connection, inspect the polyethylene, and repair damaged areas with tape.

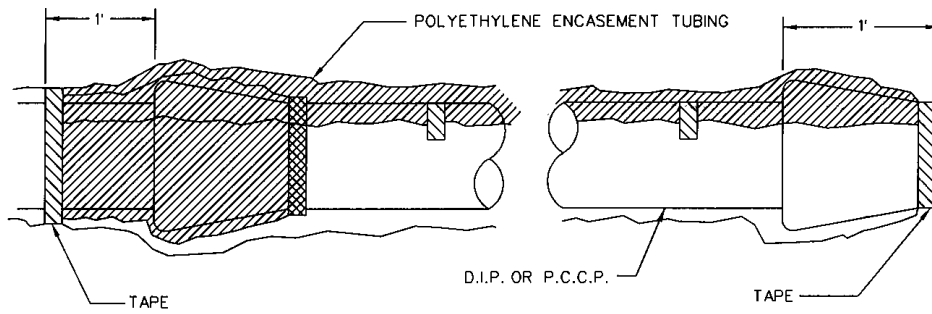
### **3.5 Water Main and Sewer Separation**

- A. Refer to Section 01016

### **3.6 Appurtenances**

- A. Concrete Vaults: Refer to Section 02608
- B. Valves: Refer to Section 02641
- C. Hydrants, Blow-off, and Flushing Assemblies: Refer to Section 02645
- D. Thrust Restraints: Refer to Section 02669

END OF SECTION



METHOD A

NOTES

1. TAPE IN ACCORDANCE WITH AWWA C-105

POLYETHYLENE ENCASEMENT FOR BURIED PIPE

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: APRIL 2014

CONSTRUCTION DETAIL DRAWING NO. 02618-1

## **SECTION 02641**

### **VALVES**

#### **PART 1 GENERAL**

##### **1.1 Section Description**

- A. This section provides for the installation of required valves for water main construction.

##### **1.2 Section Includes**

- A. Gate Valves
- B. Butterfly Valves
- C. Air Release Valves
- D. Tapping Valves
- E. Valve Boxes, Bases, Lids and Covers, Torque Limiting Devices
- F. Valve Seals and Coatings
- G. Check Valves

##### **1.3 Related Sections**

- A. Section 01300 – Submittals
- B. Section 01600 – Material and Equipment
- C. Section 02608 – Concrete Vaults
- D. Section 02618 – Ductile Iron Pipe Water Main
- E. Section 02669 – Thrust Restraints

##### **1.4 References**

- A. ANSI B16.1 - Pipe Flanges and Flanged Fittings, Cast-Iron
- B. ANSI/AWWA C110/A21.10 - Ductile-Iron and Gray-Iron Fittings.
- C. ANSI/AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
- D. AWWA C504 - Rubber-Seated Butterfly Valves.

- E. AWWA C509-94 - Standard Specification for Resilient Seated Gate Valves for Water Supply Service.
- F. AWWA C512-99 - Air Release, Air/Vacuum, and Combination Air Valves for Water Works Service.
- G. ASTM A48 - Standard Specifications for Gray-Iron Castings.
- H. ASTM A126 - Standard Specifications for Gray-Iron Castings for Valves, Flanges, and Pipe Fittings.
- I. ASTM A276 - Standard Specification for Stainless Steel Bars and Shapes.
- J. ASTM A536 - Standard Specification for Ductile Iron Castings.
- K. ASTM A564 - Standard Specification for Hot-Rolled and Cold-Finished Stainless Steel Bars and Shapes.
- L. ASTM D471 - Standard Test Method for Rubber Property-Effect of Liquids.
- M. ASTM D1149 - Standard Test Method for Rubber Deterioration-Surface Ozone Cracking in a Chamber.
- N. C508: Swing-Check Valves for Waterworks Service, 2 in. through 24 in.

## **1.5 Submittals**

- A. Follow the procedures for submittals provided in Section 01300 - Submittals
- B. Shop Drawings: Detailed drawings, data and descriptive literature on all valves and appurtenances, including:
  - 1. Manufacturer
  - 2. Dimensions
  - 3. Size
  - 4. Materials of construction
  - 5. Weight
  - 6. Protective coating
  - 7. Actuator weight and turns to operate where applicable
  - 8. Calculations for actuator torque where applicable
  - 9. Proof of design tests in accordance with Sec. 5.2.4. AWWA C504
  - 10. Cross section drawings detailing all components



- C. The Contractor shall submit descriptive literature describing the proposed valves and accessories. Contractor shall also furnish a copy of the manufacturer's warranty that applies to the valves and actuators.

## **1.6 Quality Assurance**

- A. Valves shall be manufactured by a company specializing in the regular production of the Products specified herein and proven reliable in similar service for at least five (5) years.
- B. Insofar as possible, all valves of the same specific type shall be the product of one (1) manufacturer.

## **1.7 Delivery, Storage and Handling**

- A. Follow the provisions for the delivery, storage, protection and handling Products to and at site provided in Section 01600 - Material and Equipment.

## **PART 2 PRODUCTS**

### **2.1 General**

- A. Marking and identification of valves shall conform to AWWA C504 or AWWA C509.

### **2.2 Gate Valves**

- A. Gate Valves: Except as modified or provided herein, all gate valves shall be 200 psi, ductile iron body, resilient-seated, tight closure gate valves with non-rising stems conforming to the requirements of AWWA C509. Thin wall valves are prohibited.
- B. Valve Ends:
  - 1. Mechanical Joint or Push On Joint: Conforming to ANSI/AWWA C111/A21.11 except where flange ends are required. All glands shall be ductile iron.
  - 2. Flanged: Conforming to the dimensions and drilling of ANSI B16.1 for cast iron flanges and flange fittings, Class 125. The laying lengths of the flange valves shall conform to the dimensions of ANSI B16.1.
- C. Valve Gate: Wedge type gate with a minimum 3/8 inch thick resilient rubber, urethane rubber, Buna "N" or SBR rubber bonded to or mechanically attached to one side or both sides of the gate. No sliding or shear is permitted on the resilient seat, when compressed to a drop-tight shut-off.
- D. Fasteners: All exterior bolts and nuts shall be ASTM A276 Type 304 or Type 316 stainless steel.

- E. Operating Nut: The valve shall be equipped with a two-inch square AWWA **stainless steel** nut having a flanged base upon which shall be cast the word OPEN and an arrow indicating the direction to open. The nut shall be securely pinned to the actuator shaft using a stainless steel fastener
- F. Valve Stems: The gate valve stems shall be produced from a material that is corrosion resistant to potable water and has a minimum yield strength of 40 KSI.
- G. Seals: Gate Valves shall be provided with stem seals of the "O" ring type. Two "O" rings shall be used with at least one "O" ring inserted above the thrust collar. The packing plate shall be attached to the valve bonnet by not less than two (2) bolts if bolts are required and one "O" ring below the thrust collar.
- H. Coatings: All exterior surfaces of each valve shall be cleaned and painted in the shop with two (2) coats of asphalt varnish conforming to Federal Specifications TT-V-51-E. The interior surface shall have a protective coating of fusion-bonded, non-toxic epoxy that is safe for potable water. Non-toxic epoxy may also be used for exterior coating
- I. Tapping Valves: The valves shall be 200 psi, ductile iron body, resilient-seated, tight closure gate valves with non-rising stems in conformance with ANSI/AWWA C509, except that the outlet end shall be a standard mechanical joint end conforming to ANSI/AWWA C111/A21.11 and the inlet end shall have an inlet flange conforming to ANSI B16.1 for cast iron flanges, Class 125. Gland shall be ductile iron. Approved mechanical joint valves shall be used with Power Seal Model 3490MJ tapping sleeves.

### 2.3 Butterfly Valves

- A. General: These specifications provide for the purchase and installation of ductile iron, vault installation or direct bury, rubber-seated, tight closure in both directions, 16 fps butterfly valves and actuators in sizes from 16-inch through 90-inch diameter. All valves shall be Short-Body Flanged-end valves for use in vaults or Mechanical-Joint-end valves for direct bury. The valves and actuators shall be of the latest model with all standard accessories ordinarily furnished to the industry except as otherwise specified herein. All valves of one size shall be built by one manufacturer with actuators built by one manufacturer. The latest revision of AWWA C504, Standard for Rubber Seated Butterfly Valves, shall govern unless noted otherwise herein. The intent of all provisions of AWWA C504 shall apply equally to valves larger than 48" diameter and to 250 psi valves unless noted otherwise herein. Each valve shall have a unique serial number, which shall be part of the information on the tag specified in paragraph 10.
- B. Owner's Data: The quantity, pressure rating, valve material type, and sizes shall be as indicated on the drawings. Each valve shall be fastened to and delivered on an individual pallet on 4" x 4", or heavier, wood skids, high enough to protect the valve and actuator. All other requirements of AWWA C504 Section 6.2 "Shipping" shall apply. Delivery shall be to the jobsite.
- C. Descriptive Literature: The Bidder shall include literature describing the valves and actuators to be furnished.
- D. Warranty: The Supplier shall furnish three copies of the warranty that applies to the valves and actuators they propose to furnish. The warranty period shall be for a

minimum of three years after substantial completion of the contract under which the valve is installed or twenty years from the date of shipment, whichever comes first.

- E. Shop Drawings: The approved Supplier, ONLY, before manufacturing the valves and actuators, shall submit eight (3) sets of certified shop drawings, parts lists, exploded assembly drawings, and material specifications, for approval, to the WSD. In addition to the above, the supplier shall furnish certified copies of proof-of-design tests performed in accordance with Section 5.2.4 of AWWA C504.
- F. Design: All valve parts shall be designed for a minimum safety factor of 3, based on yield strength, or 5, based on tensile strength.
- G. Flow Coefficient "K": The flow coefficient in terms of velocity head (K), in the full open position, shall not be greater than the following:

	<u>75 psi</u>	<u>150 psi</u>	<u>250 psi</u>
16 inch thru 24 inch	K=0.40	K=0.45	K=0.55
30 inch thru 48 inch	K=0.40	K=0.40	K=0.50
54 inch thru 72 inch	K=0.40	K=0.40	-----
78 inch thru 90 inch	K=0.40	-----	-----

Pressure measurements shall be made at two pipe diameters upstream of the valve and eight pipe diameters downstream of the valve in accordance with recommended procedures of ASME Report on Fluid Meters, Latest Edition.

- H. Minimum Port Diameter: The minimum port diameter through the valve shall not be less than as listed below:

<u>Nominal Size</u>	<u>Allowable Difference in Diameter</u>
16-inch - 42 inch	1 inch
48-inch - 54-inch	1 1/4-inch
60-inch - 72-inch	1 1/2-inch
78-inch - 90-inch	3 inch

- I. Fasteners: All bolts and nuts inside and outside the valve, except Mechanical Joint bolts and nuts, shall be ASTM A276 Type 304 or Type 316 stainless steel or ASTM A564 Grade 630 stainless steel.

- J. Valve Body: The valve body shall be ductile iron poured to full gray iron thickness.

The position of the valve seat in the valve body shall be marked on the outside of the valve body, within 12 inches of the actuator nut of upper valve trunion, tagged or cast, in 1/4" high print, "SEAT THIS SIDE." Tags shall be ASTM A276 Type 304 or Type 316 stainless steel.

- K. End Plate: No bolt or end thrust adjusting screw shall extend through the End Plate.

- L. End Connections: The dimensions and drillings of end flanges shall conform to ANSI B16.1 for 75 psi valves, ANSI B16.1 Table 5 for 150 psi valve and 250 psi valves, both with 150 psi drillings. If specified in the invitation to bid, 250 psi dimensions and drillings of end flanges shall conform to ANSI B16.1 Table 8, to include but not be limited to, flange outside diameter, flange thickness, bolt circle diameter, bolt diameter, and bolt quantity. The Mechanical Joint valves are to include the following accessories: gaskets, ductile iron gland rings, mechanical joint bolts, and nuts.
- M. Shafts: All valve shafts shall be in accordance with AWWA C504 Table 3 unless otherwise addended herein. All valve shafts, dowels, and taper pins shall be ASTM A276 Type 304 or Type 316 stainless steel or ASTM A564 Grade 630 condition H1100 stainless steel. The valve shaft shall have a means of clearly indicating the position of the disc on the actuator end of the shaft. This mark shall be machine grooved and shall be visible when the cover and lubrication are removed and shall be offset to the same side as the disc. The valve shaft shall be completely enclosed between the valve body and the actuator body.
- N. Valve Disc: The valve disc shall be ductile iron and shall seat perpendicular to the centerline axis of the valve body.
- O. Valve Seats: The resilient seat shall be EPDM synthetic rubber applied either to the valve disc or valve body. The resilient seat shall be mechanically secured to either the valve disc or valve body with ASTM A276 Type 304 or Type 316 stainless steel fasteners or non-bonding epoxy. Resilient seats shall be field adjustable and replaceable without special tools or instruction.

Mating surfaces for the valve seats shall be ASTM A276 Type 304 or Type 316 stainless steel.

All seats shall be designed to provide tight shut-off with flow in both directions.

- P. Shaft Seals: Seal shall be provided by the use of standard V-type packing or standard "O" ring seals; pull-down packing is not acceptable. The valve shall be designed so that the actuator may be removed and replaced while the valve is in service without losing water.
- Q. Actuator: The actuator shall be Limitorque Model HBC series or Auma Model GS series (additional spur gear reduction gear boxes may be necessary to achieve minimum "number of turns" requirement) or those that have received written approval after May 1, 2002 from the Water Services Department. The actuator shall be a link lever traveling nut type, worm gear type, or yoke and nut type and shall be capable of withstanding submersion in water to a pressure of 10 psi. All exposed bolts, nuts, and shafts shall be of ASTM A276 Type 304 or Type 316 stainless steel or ASTM A564 Grade 630 condition 1100 stainless steel. All actuators must have outside mechanical adjustments capable of adjusting valve travel without removing the valve from the pipeline or removing the actuator cover.

Buried service valves shall open right (clockwise). The actuator shall be equipped with a two-inch square AWWA ductile iron nut having a flanged base upon which shall be cast the word OPEN and an arrow indicating the direction to open. The nut shall be securely pinned to the actuator shaft using a stainless steel fastener.

Vault service valves shall open left (counter-clockwise). The actuator shall be supplied with a handwheel. The handwheel shall be no smaller in diameter than 30 inches and no larger in diameter than 36 inches. Manual actuators shall be suitable for future adaptation to motor operation. Vault service actuators shall have an indicator on the exterior of the actuator indicating the valve disc position. This indicator shall be stainless steel.

All gearing and actuator stops shall be enclosed in a suitable housing with a removable cover to permit inspection, repair, and adjustment of the mechanism. Adjustable stop limiting devices shall be provided inside the actuator housing to stop the input shaft at full open and full closed positions. The use of stop nuts or shaft collars which rely on clamping forces or set screws to prevent rotation of the nut or collar on the screw shaft will not be acceptable.

The actuator shall rotate the disc from full open to full closed and vice-versa using not less than, nor more than, the number of turns indicated below:

Valve Size (Inches)	Minimum Turns	Maximum Turns
16	30	60
20	40	80
24	40	80
30	40	200
36	80	200
42	80	220
48	90	300
54	90	700
60	200	700
72	200	700
90	200	700

The number of turns shall be included in the information on the tag specified in paragraph 10.

- R. Painting Interior of Valves: The interior of valves sizes 16-inch through 48-inch shall be coated with a white, NSF 61 certified, fusion-bonded or powder coated epoxy. The interior of valve sizes 54-inch through 90-inch shall be coated with a white epoxy paint, Tnemec N141 NSF 61 or approved equal. Surface preparation and application shall be in accordance with SSPC PA-1. The dry film thickness of the coating shall be a minimum of 10 mils. A painting Affidavit of Compliance shall be submitted in accordance with paragraph 21 and AWWA C550 NSF 61 and shall be free of holidays.
- S. Painting Exterior of Valves: The exterior of valve sizes 16-inch through 48-inch shall be coated with an NSF 61 certified, fusion-bonded or powder coated epoxy. The exterior of valve sizes 54-inch through 90-inch shall be coated with an epoxy paint, Tnemec N141 NSF 61 or approved equal. Surface preparation and application shall be in

accordance with SSPC PA-1. The dry film thickness of the coating shall be a minimum of 10 mils. A painting Affidavit of Compliance shall be submitted in accordance with paragraph 21 and AWWA C550 NSF 61 and shall be free of holidays.

- T. Factory Inspection: The Water Services Department's inspector will witness leakage and hydrostatic tests at the Manufacturer's facility and will inspect all valves for conformance to the specifications. The Manufacturer shall include in the bid all expenses for transportation, lodging, and meals required by the Department's inspector to complete the inspection. Absolutely no expenses are to be paid by the inspector at any time.

After the valves are delivered, the Water Services Department may again test the valves and actuators for compliance with the specifications. The valves that do not meet specification will be shipped back to the manufacturer for modifications, at the Manufacturer's expense. The manufacturer shall also be responsible for all testing expenses incurred by the Department if the valve fails to perform as specified herein.

- U. Tests: All test data per AWWA C504 shall be submitted in triplicate to the WSD.

- V. Affidavit of Compliance: The manufacturer shall send an affidavit of compliance, in triplicate, to the WSD.

- W. Torque Limiting Devices: Contractor shall provide a Torque Limiting Device for each direct-bury butterfly valve as specified herein.

1. The torque limiting device shall make over-torque, in either direction, impossible. The unit shall be preset and designed to release when the torque level exceeds 210 foot pounds on the operating nut, in either direction, OPENING or CLOSING the valve. The torque unit shall reset automatically when the torque level drops below 200 foot pounds on the operating nut in either direction.
2. The torque level of the unit shall be adjustable so it may be field set to release at a desired torque limit.
3. The device shall be model D86 Overtorque Protector, manufactured by Aunspach Controls Co, Inc. or approved equal.
4. The unit shall be less than 5-1/4 inches in diameter and made to mount on the valve inside of the 6-inch diameter stem riser tube of the valve box or in the valve box.
5. The unit shall be provided with a two-inch AWWA operating nut, securely attached to the device. The nut shall have an arrow on the base indicating the valve opens to the "RIGHT" (clockwise) and the word "OPEN". The unit shall be provided with a two-inch square tapered AWWA socket securely attached to the device. The socket shall fit a 2-inch AWWA nut.
6. The unit shall be designed to withstand submersion in water to a pressure of 10 psi; to endure long periods (years) of active or inactive use buried underground and submerged in water. The unit shall be sealed to prevent water and dirt from entering the mechanism. The unit shall be packed with a suitable grease.

7. All housing parts, including nut and socket, shall be coated inside and outside with catalyzed (2-part) epoxy. A top coat of catalyzed (2-part) polyurethane enamel shall be applied over the epoxy for additional hardness and extra corrosion protection.
8. Contractor shall mount the torque limiting device's integral socket on each butterfly valve's 2-inch AWWA operating nut inside of the stem riser tube before backfilling around the valve. No fasteners or screws shall be used.

## **2.4 Air Release Valves**

### **A. Air Release Valves and Vaults:**

1. Air release assemblies shall be manufactured in accordance with AWWA C512.
2. Air release valve vaults and castings: Refer to Section 02608.
3. All piping shall be brass pipe except the air outlet from the air release valve that shall be brass or copper tubing. Brass piping shall be ASTM B43, Extra Strong with ASME 816.1 Class 250 fittings.

### **B. Air Release Valves for mains 12-inches in diameter or smaller (3/4-inch Diameter):**

1. Isolation valves shall be 3/4-inch bronze ball valves, 150 psi working pressure.
2. The 3/4-inch air release assembly shall be as manufactured by ARI Flow Control Accessories, Model S-050 or an approved equal.
3. Air release valves shall be installed in accordance with Drawing No. 02641-1.
4. Provide vault cover with minimum one 1-inch dia. hole for air flow.

### **C. Air Releases Valves for mains larger than 12-inches in diameter as specified on the Contract Drawings:**

1. For 2-inch air release valves:
  - a. Each assembly shall have a two-inch inlet connection.
  - b. Isolation valves shall be 2 inch bronze ball valves with screwed, non-rising stems, 175 psi working pressure..
  - c. The 2-inch air release valve shall be an ARI Flow Control Accessories Combination Air Release Valve, Model D-040 or approved equal.
  - d. The 2-inch air release valves shall be installed in accordance with Drawing No. 02641-2.
  - e. Provide vault cover with a minimum four 1-inch dia. holes for air flow.

2. For 3-inch air release valves:
  - a. The 3-inch air release valve shall be an ARI Flow Control Accessories Combination Air Release Valve, Model D-060-C HF or approved equal.
  - b. The 3-inch air release valves shall be installed in accordance with Drawing No. 02641-2B
  - c. Provide vault cover with a minimum nine 1-inch dia. holes for air flow.

## **2.5 Valve Boxes, Bases, Lids and Covers**

- A. One-piece Valve Boxes and Bases:
  1. One-piece valve boxes and bases shall be injection molded plastic conforming to ANSI/ASTM 2853, Class 1212 as manufactured by Ametek or approved equal.
- B. Two-piece Valve Box and Base:
  1. Valve Boxes: Boxes shall be 6" Class 52 DIP; or 6" Class 160 PVC pipe. Bases are required on all valves.
  2. Valves Bases: Valve bases shall be Clay & Bailey No. 2260-4 or an approved equal.
- C. Lids and Covers: Valve lids and covers shall be Clay & Bailey No. 2193, 2193NS or an approved equal. Valve lids shall have "Water" cast in the lid.

## **2.6 Check Valves**

- A. All check valves shall be Ken-Flex Resilient Hinge check valves as manufactured by Kennedy Valve Company or approved equal.
- B. Check valves shall be ductile iron body with reinforced Buna-N rubber flapper.
- C. Check Valves shall be rated for 250 psi working pressure, 500 psi hydrostatic test for structural soundness.
- D. Check Valves shall have ANSI 16.1 – Class 125 flanged end connections.
- E. The check valve body shall have full flow equal to nominal pipe diameter at all points in the valve. The valve body shall be of ductile iron construction to ASTM-A-536 – 65-45-12. Castings will be clean and sound without defects that will impair their service. No plugging or welding of such defects will be allowed. The seating surface will be at a 45 degree angle to minimize water hammer.
- F. Rubber Clapper & Hinge shall be constructed of ductile iron to ASTM-A 536-65-45-12. Both Clapper and hinge shall have permanently bonded Buna-N rubber with a metal reinforcement connecting the hinge to the clapper.



- G. The top cover plate will be of ductile iron to ASTM-A536-65-45-12 & must be of full size to allow removal of the disc without removing the valve from line. All exterior nuts and bolts shall be 304 or 316 stainless steel.
- H. All iron parts inside and out will be fusion bonded epoxy coated. All coatings must be NFS-61 approved for use in drinking water systems.
- I. Vault service check valves shall have an external mechanical position indicator.

## **PART 3 EXECUTION**

### **3.1 Inspection**

- A. Each valve shall be inspected before installation to insure that all foreign substances have been removed from within the valve body, and shall be opened and closed to see that all parts are in required working condition.

### **3.2 Setting Valves**

- A. All valves and fittings shall be set and jointed in the manner specified herein. The valves shall be set vertical in the horizontal pipeline. All valves shall be anchored directly to adjacent tees or crosses.
- B. One-piece valve box and base or a two-piece valve box and valve base shall be installed on all valves. An approved valve box alignment device shall also be installed in all valve boxes.
- C. Valve covers, bases, and lids shall be supported and maintained, centered and plumb over the actuator nut. Cover shall be flush with the roadway or ground surface or at such other as directed by the WSD.

### **3.3 Appurtenances**

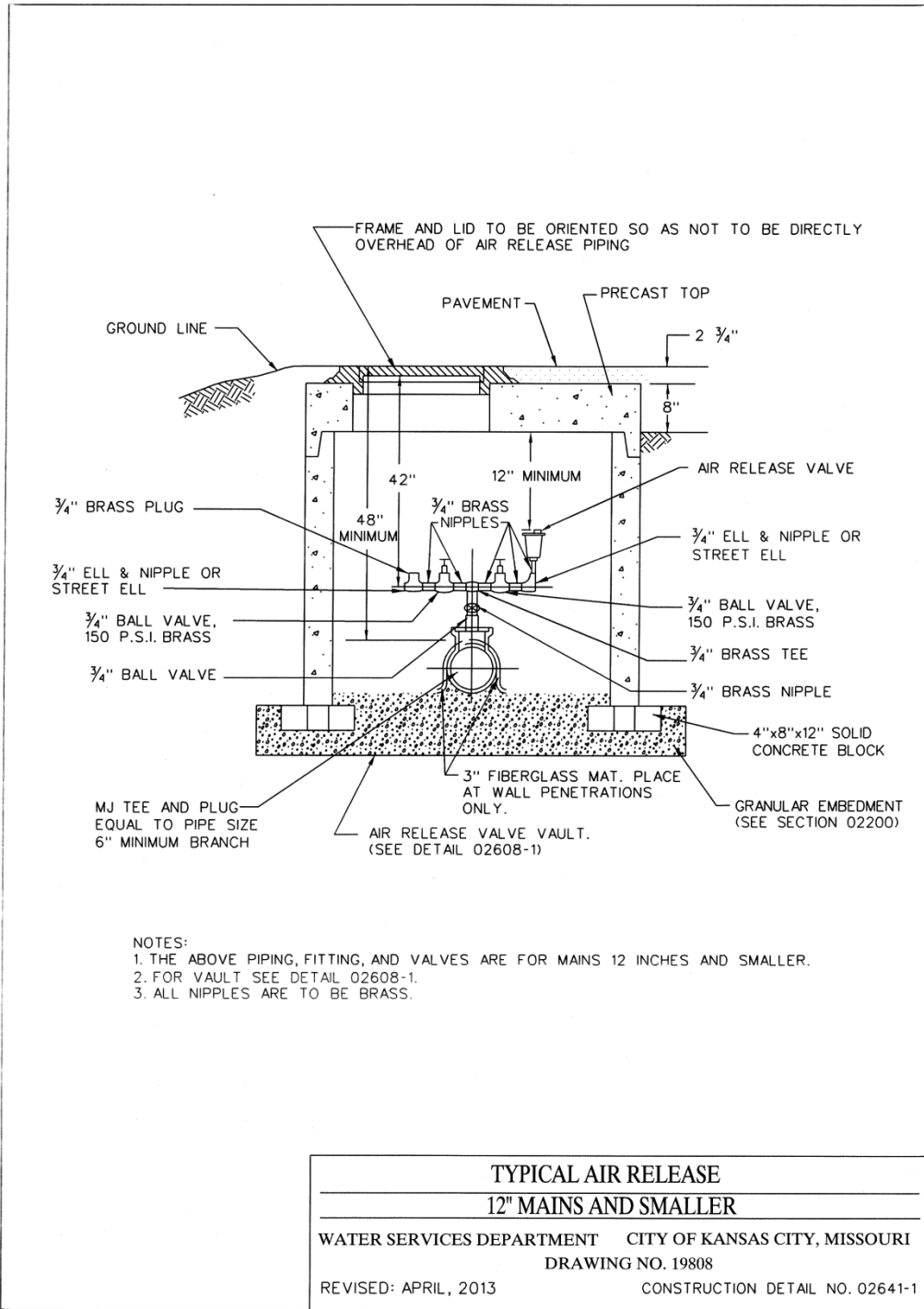
- A. Hydrants; Blow-off, and Flushing Assemblies: Refer to Section 02645
- B. Concrete Vaults and Covers: Refer to Section 02608
- C. Thrust Restraints: Refer to Section 02669
- D. General
  - 1. Certification: The manufacturer shall provide an affidavit in triplicate certifying that the valves and actuators comply with the provisions of these Specifications.
- E. Leak Tests: (for Butterfly Valves)
  - 1. Each valve shall be shop tested in both directions for leaks in the closed position. The test shall be conducted with the body in a horizontal plane.
  - 2. Air pressure shall be applied to the lower face of the disc for 5 minutes.

3. Both 150-psi and 250-psi rated valves shall be leak tested to 250-psi pressure.
4. The upper surface of the valve disc shall be visible and covered with a pool of water at "0" psi pressure. There shall be no leakage past the valve disc. Bubbles will appear in the water on the disc if it is leaking.
5. The valve body shall be tested with an internal hydrostatic pressure equivalent to two times the specified shutoff pressure. There shall be no leakage, during the test, through the metal, the end joints, or the shaft seals; nor shall any part be permanently deformed.
6. The hydrostatic test period for 4-inch valve bodies through 20-inch bodies shall be at least 3 minutes. Valve bodies 24-inch and larger shall be tested for at least 10 minutes.

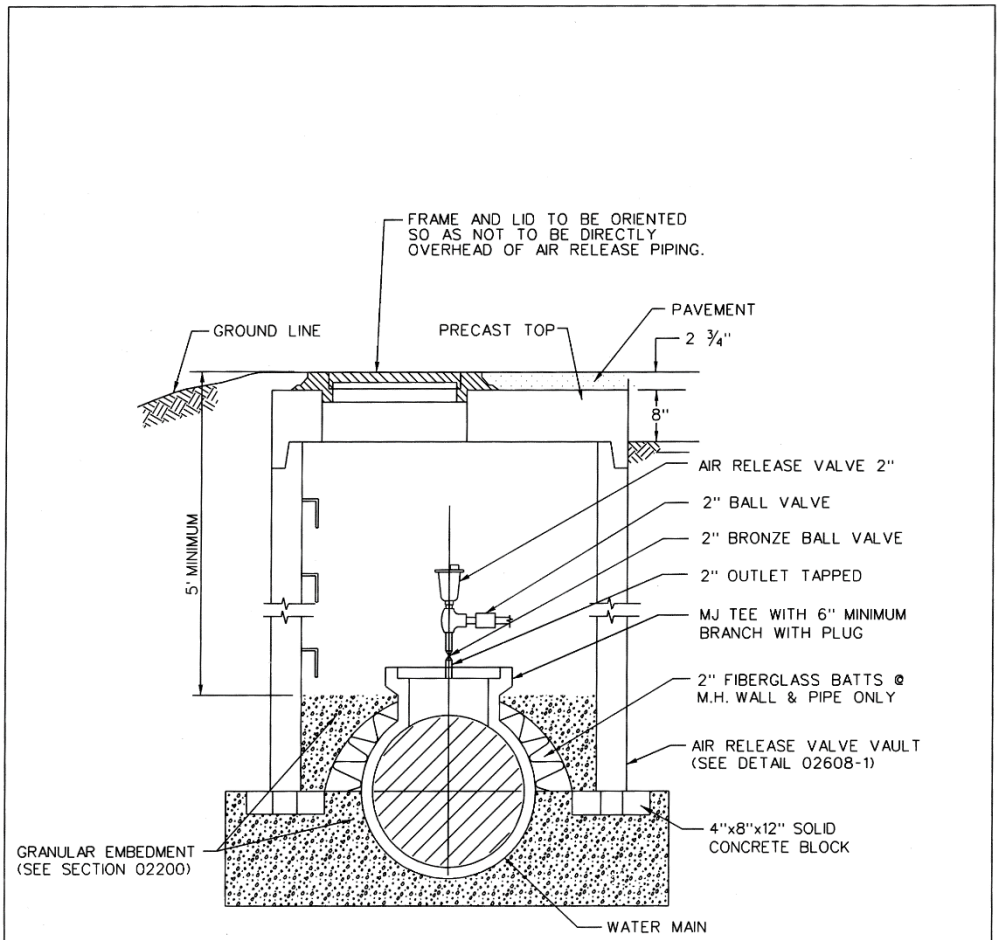
F. Performance Tests:

1. Each valve shall be shop operated three times from full closed to full open position, and reverse, under no flow condition to demonstrate that the complete assembly is workable.
2. Each valve should also be tested in the same manner following installation.

END OF SECTION



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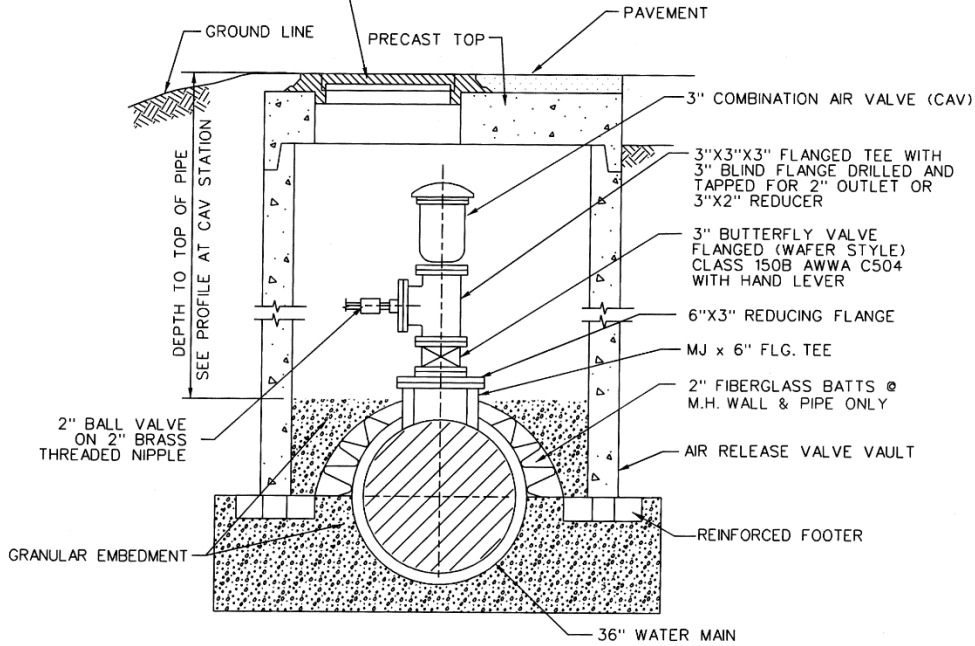
NOTES:

1. THE ABOVE PIPING, FITTINGS AND VALVES ARE FOR MAINS 16 INCHES AND LARGER.
2. FOR VAULT SEE DETAIL 02608-1.
3. ALL NIPPLES ARE TO BE BRASS.

<b>TYPICAL AIR RELEASE 2" OR SMALLER</b>	
<b>16" MAINS AND LARGER</b>	
WATER SERVICES DEPARTMENT    CITY OF KANSAS CITY, MISSOURI	
REVISED: APRIL, 2013	CONSTRUCTION DETAIL DRAWING NO. 02641-2

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DEETER FOUNDRY PRODUCT NO.1194  
 MANHOLE RING & SOLID COVER  
 WITH "WATER KCMO" LETTERS  
 AND FOUNTAIN LEGEND.  
 PROVIDE COVER WITH NINE  
 1-INCH DIA. HOLES FOR AIR FLOW.



NOTES:

1. FOR VAULT DETAILS, SEE SECTION 02608, KCMO WSD STANDARDS AND SPECIFICATIONS AND ASTM C478. TOP, RISER, & FOOTERS, SHALL BE SUITABLE FOR TRAFFIC CONDITIONS AND DESIGNED TO MEET H-20 WHEEL LOAD REQUIREMENTS.
2. BRASS PIPING SHALL BE ASTM B43, EXTRA STRONG W/ ASME 816.1 CLASS 250 FITTINGS
3. CAV TO BE A.R.I. FLOW CONTROL CAV MODEL NO. D-060-C HF OR APPROVED EQUAL.
4. WHERE VAULT IS INSTALLED OUTSIDE OF PAVEMENT LIMITS, PROVIDE MINIMUM 12" OF SOIL ABOVE VAULT TOP FOR RESTORATION OF GRASS OR LANDSCAPE FEATURES AND GRADE TO MATCH ADJACENT EXISTING SURFACE.

TYPICAL AIR RELEASE 3" OR LARGER

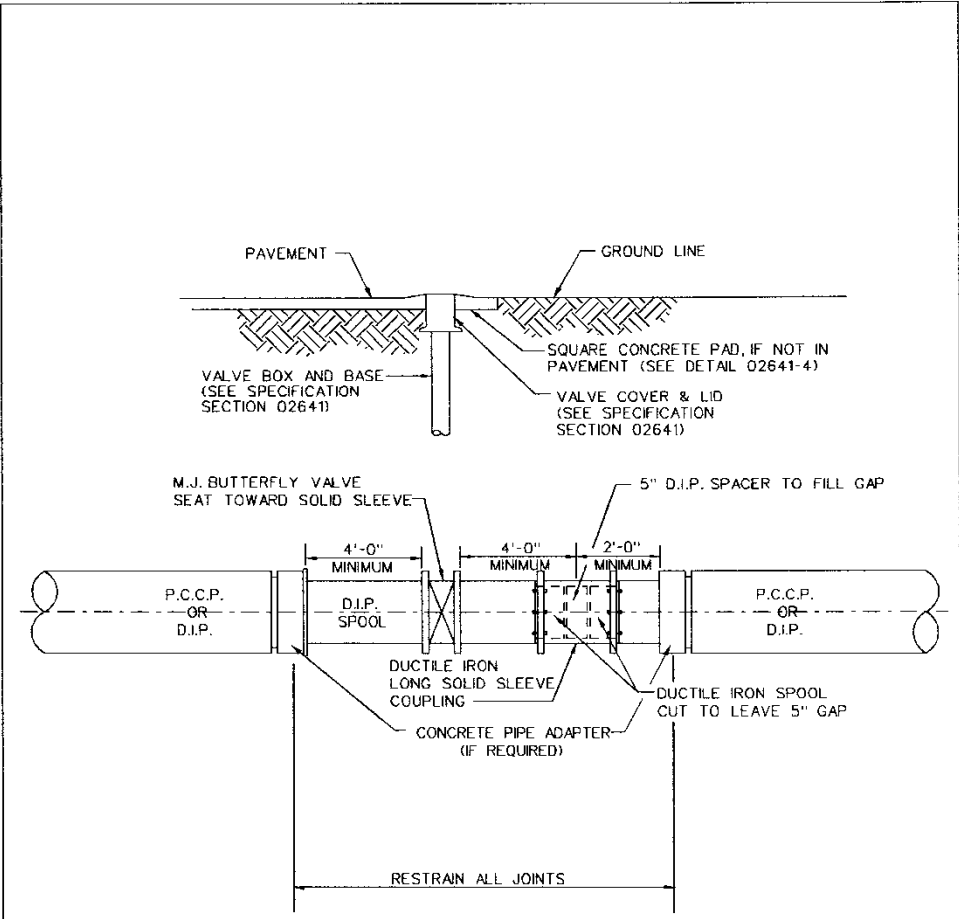
16" MAINS AND LARGER

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: APRIL 2013

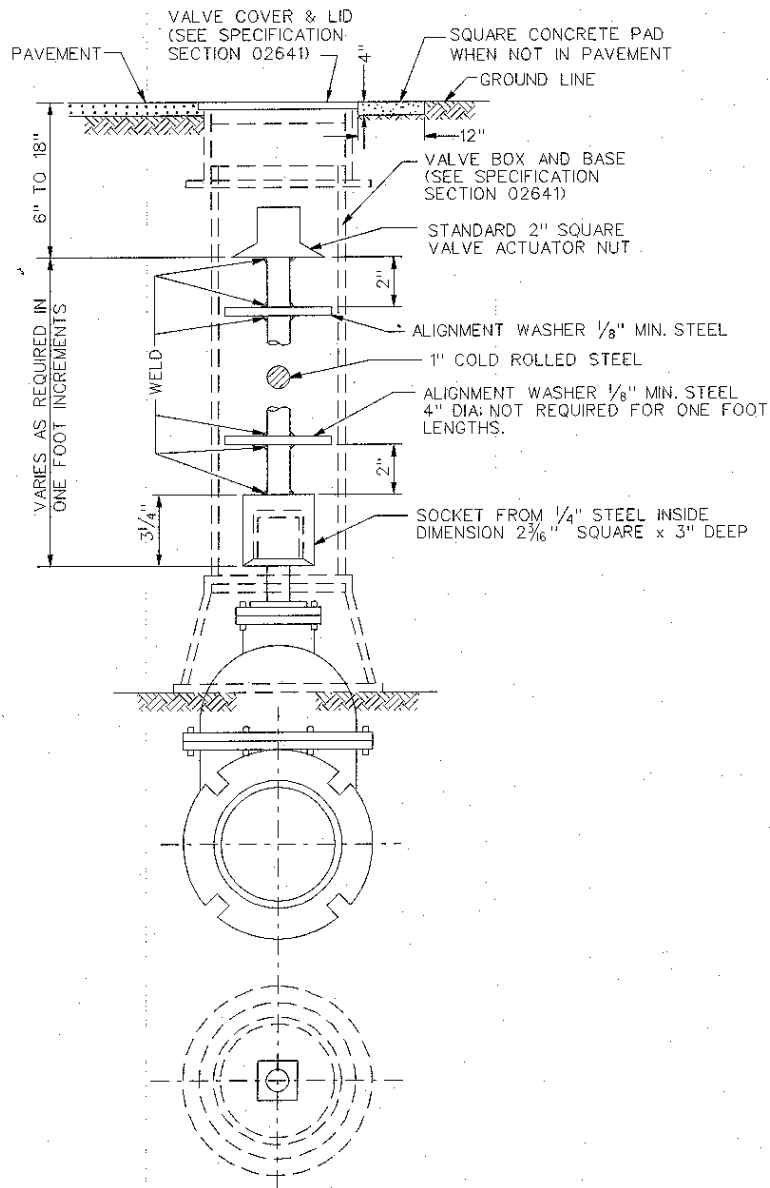
CONSTRUCTION DETAIL DRAWING NO. 02641-2B

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- NOTES:
1. TORQUE LIMITERS TO BE PLACED ON ALL BUTTERFLY VALVES.
  2. ALL PIPE AND BOLTS TO BE PAINTED WITH ONE COAT COAL TAR EPOXY AFTER ASSEMBLY.
  3. RESTRAIN ALL JOINTS BETWEEN ADAPTERS.

<b>TYPICAL BUTTERFLY VALVE INSTALLATION</b>	
WATER SERVICES DEPARTMENT	CITY OF KANSAS CITY, MISSOURI
	DRAWING NO. 19808
REVISED: MARCH, 2011	CONSTRUCTION DETAIL NO. 02641-3



**ACTUATOR NUT EXTENSION**

**WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI**

REVISED: FEBRUARY, 2003 CONSTRUCTION DETAIL DRAWING NO. 02641-4

## **SECTION 02930**

### **SEEDING**

#### **PART 1 GENERAL**

##### **1.1 Section Description**

- A. This section provides for areas to be restored with seeding materials.

##### **1.2 Section Includes**

- A. Soil for Repairs
- B. Mulch
- C. Fertilizer and Herbicide
- D. Seed

##### **1.3 Related Sections**

- A. Section 01300 – Submittals
- B. Section 01600 – Material and Equipment
- C. Section 01900 – Project Closeout
- D. Section 02200 - Excavation and Trenching
- E. Section 02931 - Sodding

##### **1.4 References**

- A. FS O-F-241 - Fertilizers, Mixed, Commercial.

##### **1.5 Definitions**

- A. Seeding areas: All areas disturbed by construction operations including areas of cut and fill, trenching, temporary roads, and temporary staging or storage areas shall be seeded unless otherwise specified.
- B. Sequence of Work: Sequence shall be clearing, grading, fertilizing, tilling, seeding, covering and firming, and application of mulch. All seeded areas shall be mulched with grain straw or wood cellulose fiber, or covered with erosion control fabric.
- C. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.



## **1.6 Submittals**

- A. Follow the procedures for submittals provided in Section 01300 - Submittals.
- B. Invoices and Analysis Labels: A copy of the supplier's invoices for all seed, mulch, and fertilizer which shows the quantity by weight purchased and a representative label bearing the manufacturer's or vendor's guaranteed statement of analysis shall be submitted to the CITY for review and approval to assure compliance with specified requirements for quality and application rates.

## **1.7 Quality Assurance**

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Seed and Fertilizer shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act and State seed laws. Seed shall be furnished in sealed standard containers of the vendor. Each seed container shall bear the name, trade name, or trade mark, and a warranty of the producer and a certificate of the percentage of the purity and germination of each kind of seed specified. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable
- C. All seeding work shall be performed by a contractor having demonstrated experience in seeding on projects of similar size. The work shall be prepared by experienced personnel who are familiar with the required work and who are under the supervision of a qualified foreman at all times when the work is in progress.
- D. The Contractor shall have access to equipment such as a fertilizer spreader, farm tractor with tilling equipment, grass seed drill or cultipacker type seeder, mulch blower, or hydromulcher for application of mulch, and straight serrated disk for crimping mulch into the soil.

## **1.8 Delivery, Storage, and Handling**

- A. Follow the provisions for the delivery, storage, protection and handling Product to and at site provided in Section 01600 - Material and Equipment.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

## **PART 2 PRODUCTS**

### **2.2 Soil for Repairs**

- A. The soil used in any repair work shall be of a quality at least equal to that in areas adjacent to the area to be repaired. Soil shall be free from tree roots, clay balls,

stones, and other materials that hinder grading, planting, and maintenance operations and that is free from noxious and other objectionable weed seeds and toxic substances.

## **2.3 Mulch**

### **A. Vegetative Type Mulch:**

1. Vegetative Type Mulch shall be baled, dry, unweathered, no discoloration or mold damage.
2. A minimum of 50 percent of weight of the herbage making up the material shall be a minimum of 10 inches in length. Mulch material containing an excessive amount of weed and crop seeds will not be acceptable.

### **B. Wood Cellulose Fiber Mulch:**

1. Prepared from virgin wood fibers containing no substance that might inhibit germination or growth of grass seed. Mulch shall be dyed an appropriate color to allow visual maintenance of its application and shall contain a tacking agent. The wood cellulose fibers shall be evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fiber shall form a blotter-like ground cover that readily absorbs water and allows infiltration to the underlying soil. Weight specifications from suppliers, and for all applications, shall refer only to air dry weight of the fiber, at a standard equivalent of 10 percent nominal moisture content.
2. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds and shall be marked by the manufacturer to show the air-dry weight. Suppliers shall certify that laboratory and field testing of their product has been conducted. Certificates shall be submitted in accordance with Section 01300 and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

## **2.4 Fertilizer and Herbicide**

### **A. Starter Fertilizer:**

1. Fertilizer shall be pelleted or granulated and shall be an approved brand composed of a "Slow Release Nitrogen" fertilizer in the 1-2-1 range, such as 13-25-12 grade. Fertilizer shall be uniform in composition, free flowing and suitable for application with approved equipment.

### **B. Herbicide:**

1. Pre-emergent herbicide shall be siduron (Tupersan). In areas where herbicide runoff may compromise water quality, herbicide should be Glyphosage, N-(phosphonomethyl) glycine in a form approved for aquatic applications.

**2.5 Seed**

A. Pure Live Seed:

- The following formula shall be used to determine the amount of commercial seed required to provide each kind of seed for the specified quantities of pure live seeds:

$$\text{Pounds of Commercial Seed Required} = \frac{10,000 \times \text{Pure Live Seeds (lbs. Per acre)}}{\text{Purity (percent)} \times \text{Germination (percent)}}$$

- Type "A" Seed: This seeding mixture will normally be used when seeding is required in areas of non-residential established lawns, shoulders and slopes in street right-of-way, and any other areas where a high-type seeding is deemed necessary. The seed mixture will be 100 percent Turf-Type Tall Fescue composed of an equal mix of three of four compatible species. The mixture shall not include any varieties of the slower growing Turf-Type Tall Fescue. The species shall be one of the following or equal as approved by the CITY:

Apache	Arid	Austin
Bonanza	Carefree	Chieftan
Cimmaron	Cochise	Falcon
Guardian	Houndog	Jaguar II
Maverick II	Mustang	Olympic
Phoenix	Rebel II	Rebel 3D
Safari	Shenandoah	Thoroughbred
Titan	Tribute	Vegas

The seed mixture shall also include 100 percent Annual Rye grass to provide a temporary grass stand. The seed mixture shall be sowed at a rate of 10 lbs. per 1000 square feet (436 lbs. per acre) of the Turf-Type Tall Fescue and 2 lbs. per 1000 square feet (87 lbs. per acre) of the Annual Rye.

- Type "B" Seed: This seeding mixture will normally be used to seed areas off street right of ways that are not maintained.

Kind of Seed	Minimum Pure Live Seed	Rate of Pure Live Seed (Lbs. per Acre)
Alta Fescue or Kentucky 31 Fescue (Festuca Elation Var. Arundines)	75	90
Rye grass (Lolium Perenne or L. Multiflorum)	80	50
<b>TOTAL</b>		<b>140</b>

4. Type "C" Seed: This seeding mixture will normally be used in public parks, wildlife refuges, and any other areas where this seeding mixture is deemed necessary. The types of seeding mixtures for different habitats will be as follows:

Planting Habitat	Scientific Name	Common Name	Initial or Permanent Cover	Coverage
Wet Woodland	<i>Elymus virginicus</i> L.	Virginia Wild Rye	P	3 lbs./ac pls.
	<i>Cinna arundinacea</i> L.	Woodreed	P	100 plants/ac
	<i>Sporobolus heterolepis</i> A. Gray	Prairie Dropseed	I,P	3 lbs./ac pls.
	<i>Elymus canadensis</i> L.	Canada Wild Rye	P	3 lbs./ac pls.
	<i>Festuca octoflora</i>	Six-weeks Fescue	I	0.5 lbs./ac pls.
	<i>Triticum aestivum</i> L.	Winter Wheat	I	60 lbs./ac pls.

Planting Habitat	Scientific Name	Common Name	Initial or Permanent Cover	Coverage
Dry Woodland	<i>Elymus canadensis</i> L.	Canada Wild Rye	P	3 lbs./ac pls.
	<i>Elymus virginicus</i> L.	Virginia Wild Rye	P	3 lbs./ ac pls.
	<i>Sporobolus heterolepis</i> A. Gray	Prairie Dropseed	I,P	3 lbs./ac pls.
	<i>Triticum aestivum</i> L.	Winter Wheat	I	60 lbs./ac pls.

Planting Habitat	Scientific Name	Common Name	Initial or Permanent Cover	Coverage
Wet Open	<i>Elymus canadensis</i> L.	Virginia Wild Rye	P	3 lbs./ac pls.
	<i>Echinochloa muricata</i> Fern.	Rough Barnyard grass	I,P	2 lbs./ac pls.
	<i>Spartina pectinata</i>	Prairie Cordgrass	P	200 rhiz./ac
	<i>Leersia oryzoides</i>	Redtop Bentgrass	P	200 rhiz./ac
	<i>Triticum aestivum</i> L.	Winter Wheat	I	60 lbs./ac pls.

5. Adding Switchgrass (*Panicum virgatum* – 3 lbs./acre) to the wet open mix would be a good idea. Of the native grasses listed, it provides the greatest soil erosion control because of its extensive root system. It is also drought tolerant and a warm season grass while the others are primarily cool season.

## **PART 3 EXECUTION**

### **3.6 Preparation of Subsoil**

#### **A. General:**

1. The work shall not be started until substantially all earthwork has been completed in the area to be seeded. The topsoil spread and finish grading shall be completed immediately before the seeding work is started.

#### **B. Clearing:**

1. Prior to grading and tilling, vegetation that may interfere with operations shall be mowed, grubbed, and raked. The collected material shall be removed from the site. The surface shall be cleared of stumps, stones, cable, wire, and other materials that might hinder the work or subsequent maintenance.

#### **C. Grading:**

1. Establish and maintain grades, in a true and even condition. Eroded areas and areas having inadequate drainage, as indicated by ponding of water, shall be filled. Ruts, deep tracks, dead furrows, and ridges shall be eliminated.

#### **D. Cleanup:**

1. Within reasonable time after completion of the construction operations, the entire area shall be cleared of excess soil and waste material, including, but not limited to, stones, stumps, roots, brush, wire, grade stakes, and all objects that might be a hindrance to maintenance operations or affect the visual appearance of the site. All roads over which hauling operations have been conducted, regardless of the type of surfacing, shall be kept clean, and soil clods and debris left on the surface shall be removed. The wheels of vehicles shall be cleaned to avoid leaving soil upon the surface of roads, walks, and other surfaced areas.

### **3.7 Fertilizing**

- A. Application of Fertilizer: Fertilizer as specified shall be applied within 24 hours prior to the tilling operation. The fertilizer shall be distributed over the entire area to be seeded at the rate of 200 pounds per acre, and incorporated into the soil to a depth of at least 4 inches by disking or harrowing methods. Fertilizing rate is equivalent to 2.3 pounds per 500 square feet.

### **3.8 Seeding**

#### **A. Preparation of Seed Bed:**

1. After fertilizer has been applied, the areas to be seeded shall be tilled to a depth of at least 4 inches by disking, plowing, harrowing, or other accepted

methods until the soil is well pulverized and smoothed with a weighted spike-tooth harrow, railroad chains, or bridge timber float drag. When a chisel plow is used, the chisels shall be set not more than 10 inches apart and the areas shall be cross or double-tilled. All areas shall be left smooth for ease of mowing. All operations shall be done in a direction parallel to the contour lines on the slope and not uphill or downhill. Areas tilled shall be maintained until seeding and mulching is complete to insure a smooth area with no gullies or depressions.

**B. Application of Seed:**

1. Seeding equipment calibration tests shall be made in the presence of the CITY to determine the equipment setting required to apply the seed at the specified rates. Markers shall be used to ensure that no skips occur between successive passes of the seeder. If unplanted skips and areas are noted after germination and the growth of the grass, the unplanted areas shall be prepared again, fertilized, seeded, compacted, protected with herbicide (Section 3.4.A) and mulched (Section 3.4.B) as if none of those steps had previously taken place. The seed box shall be kept at least half full during seeding operations to ensure even distribution of seed over all the areas seeded. The types of acceptable seeding depending upon the area are as follows:
2. All seeding work shall be done between the dates of February 1 and April 15 for spring planting or August 15 and October 15 for fall planting. Sowing shall be accomplished by use of an approved mechanical seeder or drill (hand spreader can be used in small areas), making sure that successive seed strips overlap to provide uniform coverage. The mixtures shall be applied in a crossing pattern of two passes, each applying half of the seed required. Seed should be drilled to a depth of 1/2 inch. The sprigs (rhizomes) shall be broadcast evenly and uniformly on the soil surface.

**C. Compaction:**

1. Immediately following the completion of seeding operations, the entire area shall be compacted by means of a roller weighing at least 60 but not more than 90 pounds per linear foot of roller or any other method approved by the CITY.

**3.9 Seed Protection**

**A. Application of Herbicide:**

1. Following completion of seeding operations, pre-emergent herbicide as specified shall be applied to all seeded areas at the rate suggested by the manufacturer.

**B. Mulching:**

1. Mulching shall be done within 24 hours following the seeding operation except in the case of wood cellulose type mulch.

2. **Vegetative Type Mulch:** Straw mulch shall be spread uniformly in a continuous blanket at a depth of not less than 1-1/2 inches and not more than 2 inches loose measurement (approximately 1-1/2 to 2 tons per acre). Mulch shall be spread by hand or by a blower type mulch spreader. Blower type mulch spreaders shall be adjusted and operated in such a manner as to prevent excessive breakage of the mulch material. If this cannot be accomplished, the mulch shall be spread by hand. Care shall be exercised to ensure that all wire from baled hay is collected as it is removed from the bale. Mulching shall be started at the windward side of relatively flat areas, or at the upper part of a steep slope, and continued uniformly until the area is covered. The mulch shall not be bunched.
  - a. No mulch shall be spread unless it can be anchored on the same day.
3. **Anchoring Straw Mulch:** The straw mulch shall be anchored in the soil to a depth of 2 to 3 inches by a notched disk set straight or a mulch crimping machine. The machine shall be weighted and operated in such a manner to secure the mulch firmly in the ground to form a soil binding mulch and prevent loss or bunching of straw by wind. Two or more passes may be required to anchor the mulch to the satisfaction of the CITY.
4. **Application of Wood Cellulose Fiber:** Wood cellulose fiber mulch shall be applied with a hydromulcher at not less than 1000 pounds per acre. Precautionary measures shall be taken in preventing overspray on structures, paving, and plantings.

### **3.10 Maintenance**

#### **A. Watering:**

1. Promptly after seeding and mulching, wet the seedbed thoroughly. Watering shall continue so as to keep all areas moist throughout the germination period.

#### **B. Water Usage:**

1. Water used in this work shall be furnished by the Contractor and shall be suitable for irrigation and free from ingredients harmful to plant life. All watering equipment required for the work shall be furnished by the Contractor. Water shall be taken from adjacent fire hydrants or public water lines only through hydrant connections permitted and issued by CITY. Written approval from the property owner shall be obtained prior to the use of suitable water from ponds or creeks. Water from private owners shall also be metered.

#### **C. Maintenance of Area:**

1. The Contractor shall be responsible for maintaining all seeded areas until acceptance by the CITY. If at any time before acceptance of the completed contract, any portion of the seeded surface becomes gullied or otherwise

damaged, or the seeding has been damaged or destroyed, the affected portion shall be cleared of stones, etc. and repaired to re-establish the specified condition prior to the acceptance of the work.

2. In established yards, shoulders and slopes in street right-of-way, and any other areas where a Type "A" seeding is necessary, all newly seeded grassed areas shall be kept in a healthy growing condition by watering, weeding, mowing, trimming, edging, etc., until completion and acceptance by CITY. The seeded areas shall be mowed with approved mowing equipment to a height of 3 inches whenever the average height of vegetation becomes 6 inches.
3. Turf grass of one-square foot or more that does not show definite growth and establishment shall be re-seeded in accordance with all requirements of this section including soil preparation and mulching. The Contractor shall continue the care and maintenance of all seeded areas as specified above until all work of this project has been satisfactorily completed and all deficiencies have been corrected at which time final inspection shall be made.
4. Areas Off of Street Right-of-Way (Type "B" Seed): All seeded areas shall be maintained until acceptance by the Engineer. Maintenance shall include repair of erosion damage, re-seeding, including all preparation requirements maintenance of mulch, and watering.

END OF SECTION



## **SECTION 02931**

### **SODDING**

#### **PART 1 GENERAL**

##### **1.1 Section Description**

- A. This section provides for areas to be restored with sodding materials.

##### **1.2 Section Includes**

- A. Sod
- B. Fertilizer

##### **1.3 Related Sections**

- A. Section 01300 – Submittals
- B. Section 01600 – Material and Equipment
- C. Section 01900 – Project Closeout
- D. Section 02200 - Excavation and Trenching
- E. Section 02930 - Seeding

##### **1.4 References**

- A. ASPA (American Sod Producers Association) - Guideline Specifications to Sodding.
- B. FS O-F-241 - Fertilizers, Mixed, Commercial.

##### **1.5 Definitions**

- A. Sodding areas: All established lawn areas that have been disturbed by construction operations including areas of cut and fill, trenching, temporary roads, and temporary staging or storage areas shall be sodded unless otherwise specified.
- B. Sequence of Work: Sequence shall be clearing, grading, fertilizing, tilling, and sodding.
- C. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

## **1.6 Submittals**

- A. Follow the procedures for submittals provided in Section 01300 - Submittals.

## **1.7 Quality Assurance**

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. All sodding work shall be performed by a contractor having demonstrated experience in sodding on projects of similar size. The work shall be prepared by experienced personnel who are familiar with the required work and who are under the supervision of a qualified foreman at all times when the work is in progress.
- C. Sod: Shall be a minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.
- D. Submit sod certification for grass species and the location of sod source.
- E. Sod Producer: Shall be a company specializing in sod production and harvesting with minimum three years documented experience.

## **1.8 Delivery, Storage, and Handling**

- A. Follow the provisions for the delivery, storage, protection and handling Products to and at site provided in Section 01600 - Material and Equipment.
- B. Deliver sod in rolls. Protect exposed roots from dehydration.
- C. Do not deliver more sod than can be laid within 24 hours. Sod harvested more than 48 hours prior to placement will be rejected and shall be removed immediately from the site.

## **PART 2 PRODUCTS**

### **2.2 Sod**

- A. General:
  - 1. The sod to be used as source material shall be a thick stand of Kentucky Blue Grass, Turf Type Tall Fescue, Bermuda Grass, Zoysia Grass or other grasses as required. The sod shall contain a growth of not more than 1 percent of other grasses and clovers, shall be free from all prohibited and noxious weeds.
  - 2. Broken pads and torn or uneven ends will not be acceptable. Standard size sections shall be strong enough to support their own weight and should retain their size and shape when suspended vertically from a firm grasp on the upper 10 percent of the section. Sod shall not be harvested or transplanted

with moisture content (excessively dry or wet) that will adversely affect its survival.

3. Sod shall be relatively free of thatch, up to 1/2 inch allowable (uncompressed). Sod shall be reasonably free of diseases, nematodes, and soil-borne insects. State nursery and/or plant materials laws require that all sod entering inter-state commerce be inspected and approved for sale. The same applies to sod being shipped intra-state. The inspections and approval must be made by the state agricultural department, office of the state entomologist.
4. Sod for golf courses and other areas as deemed necessary shall be of the Kentucky Blue Grass and Turf Type Tall Fescue Grass as specified above. Bermuda Grass and Zoysia Grass sod will not be acceptable for these areas.

**B. Turf Type Tall Fescue Sod:**

1. Composed of an equal mix of three or four compatible species of 100 percent Turf Type Tall Fescue. The mixture shall not include any varieties of the slower growing Turf Type Tall Fescue "Dwarf". The species shall be one of the following:

Apache	Arid	Austin
Bonanza	Carefree	Chieftan
Cimmaron	Cochise	Falcon
Guardian	Hounddog	Jaguar II
Maverick II	Mustang	Olympic
Phoenix	Rebel II	Rebel 3D
Safari	Shenandoah	Thoroughbred
Titan	Tribute	Vegas

**C. Kentucky Blue Grass and Turf Type Tall Fescue Sod:**

1. Cut in strips of uniform thickness, the range of acceptable thickness shall be 1 1/2 to 2 inches; each strip containing at least one square yard. Sod shall be cut in strips not less than 12 inches wide.

**D. Bermuda Grass or Zoysia Grass Sod:**

1. Cut into strips of uniform thickness, the range of acceptable thickness shall be 1 1/2 to 2 inches; each strip being not less than 12 inches wide and 24 inches long. Strips that crumble will not be acceptable.

## **2.3 Fertilizer**

- A. Fertilizer shall be inorganic 12.12.12 or 13.13.13 grade, uniform in composition, free flowing and suitable for application with approved equipment, delivered to the site in convenient containers, each fully labeled, conforming to applicable state

fertilizer laws, bearing the name, trade name, or trade mark and warranty of the producer.

### **PART 3 EXECUTION**

#### **3.4 Preparation of Subsoil**

A. General:

1. The work shall not be started until all earthwork has been completed. Backfills and fills shall be properly compacted, the topsoil shall be spread and finish grading shall be completed immediately before the sodding work is started.

B. Preparation of Area:

1. Preparation of areas to be sodded shall include filling, reshaping eroded areas, cleaning ditches and refinishing slopes to the established grade section.

C. Cleanup:

1. Within reasonable time after completion of the construction operations, the entire area shall be cleared of excess soil and waste material, including, but not limited to, stones, stumps, roots, brush, wire, grade stakes, and all objects that might be a hindrance to maintenance operations or affect the visual appearance of the site. All roads over which hauling operations have been conducted, regardless of the type of surfacing, shall be kept clean, and soil clods and debris left on the surface shall be removed. The wheels of vehicles shall be cleaned to avoid leaving soil upon the surface of roads, walks, and other surfaced areas.

D. Preparation of Sod Bed:

1. After fertilizer has been applied, the areas to be sodded shall be tilled to a depth of at least 2 inches by disking, plowing, harrowing, or other accepted methods until the soil is well pulverized and smoothed with a weighted spike-tooth harrow, railroad chains, or bridge timber float drag. When a chisel plow is used, the chisels shall be set not more than 10 inches apart and the areas shall be cross or double-tilled. All areas shall be left smooth for ease of mowing. All operations shall be done in a direction parallel to the contour lines on the slope and not uphill or downhill.

#### **3.5 Fertilizing**

- A. Before tilling operations, fertilizer shall be spread uniformly at the rate of 300 pounds per acre. Fertilizing rate is equivalent to 3.5 pounds per 500 square feet.

### **3.6 Laying Sod**

#### **A. Application of Sod:**

1. Kentucky Blue Grass and Turf Type Fescue sod shall not be placed during a drought, or during the period from June 1 to September 1, unless authorized by the CITY, and shall not be placed on frozen ground. Bermuda and Zoysia sods shall only be placed during the period from May 1 to October 15. The CITY reserves the right to delay the sodding of all types of sod or to vary the permissible sodding seasons, due to weather, soil conditions, or for other causes.
2. Sod shall be moist when it is placed. Sod strips shall be laid along contour lines, commencing at the lowest point of the area and working upward. The transverse joints of sod strips shall be staggered and the sod carefully placed to produce tight joints. If necessary to walk excessively on newly laid sod, walking boards should be laid for this purpose. The sod shall be firm and watered immediately after it is placed. The "firming" shall be accomplished by application of a roller weighing not less than 60 nor more than 90 pounds per linear foot of roller or other approved method.

#### **B. Anchoring Sod:**

1. On 2:1 slopes, or steeper, the sod shall be anchored with 1/2 inch square by 8 inch long wooden pegs. The wooden pegs shall be driven into the ground 3 pegs to the square yard or other approved methods. Pegging shall be done immediately after sod is firmed.

### **3.7 Maintenance**

#### **A. Water Usage:**

1. Water used in this work shall be furnished by the Contractor and will be suitable for irrigation and free from ingredients harmful to plant life. All watering equipment required for the work shall be furnished by the Contractor. Water shall be taken from adjacent fire hydrants or public water lines only through hydrant connections permitted and issued by CITY. Written approval from the property owner shall be obtained prior to the use of suitable water from ponds or creeks. Water from private owners shall also be metered.

#### **B. Maintenance:**

1. The Contractor shall be responsible for maintaining the installed grass sod until all areas are complete and accepted by the CITY. Grass areas in excess of one square foot that are dead or in poor condition regarding color and quality shall be replaced including all sodded preparation steps, and fertilized at the Contractor's expense prior to final acceptance.
2. The Contractor shall maintain the grass area for a minimum period of approximately 30 days or until the grass reaches a mowing height of 4

inches. The Contractor shall notify the City that the installed grass is ready to be mowed, and upon approval, the Contractor shall cut and “bag” grass clippings to a height of 2 1/2 inches. Completion of the mowing and replanting of all dead or dying grass by the Contractor shall be required prior to final acceptance.

END OF SECTION