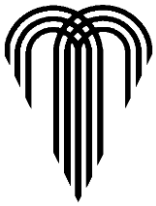

City of Kansas City, Missouri
Water Department
Terry Leeds, Director

Project Manual

PROJECT/CONTRACT NO. 80002042/9292

WATER MAIN REPLACEMENT IN THE AREA OF N. CHERRY DRIVE TO N. HARRISON DRIVE, NE 79TH STREET TO NE 102ND TERRACE

BIDDER/ADDRESS

Company _____
Contact _____
Address _____
_____
Phone _____
Fax _____
Email _____

Project Manager: Jerald Stevens
Telephone: (816) 513-0446
Email: Jerald.Stevens@kcmo.org

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

ADDENDUM NUMBER 1

Project Number 80002042
Project Title WMR in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

ISSUE DATE: **March 31, 2022**

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **April 5, 2022**, are amended as follows:

Information to Bidders The following is provided to Bidders for information only:

Due to the desire to limit the number of individuals in City Hall, we would like to communicate the option to attend the Public Bid Opening virtually for **April 5, 2022**.

1. We will allow Bidders to submit their bids at City Hall-1st Floor Rm. 102W by the 2:00 PM deadline mentioned in the Invitation for Bid.

2. We are offering a virtual meeting via the link and information for Microsoft Teams. The Bid Reading will be "Live" through any computer, tablet or mobile device using the provided link. You can also choose to call-in using the number provided as well.

3. The Bid Results will be posted to the KCMO Planroom like our normal process.

Microsoft Teams meeting

Join on your computer or mobile app
Click here to join the meeting
Or call in (audio only)
+1 872-212-5076,,731931963# United States, Chicago
Phone Conference ID: 731 931 963#
Find a local number | Reset PIN
Learn More | Meeting options

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

ADDENDUM NUMBER 2

Project Number 80002042
Project Title WMR in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

ISSUE DATE: **April 4, 2022**

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **April 5, 2022**, are amended as follows:

Information to Bidders The following is provided to Bidders for information only:

The Bid date for this Project stated in Document 00130 - Invitation to Bid shall be changed to: 2:00 PM, on **April 12, 2022.**

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

INVITATION TO BID

Project/Contract Number: 80002042 / 9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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The General Services Department of Kansas City, Missouri will receive sealed Bids until 2:00 PM, on Tuesday, April 12, 2022 at 414 E. 12th Street, 1st Floor, Room 102W, Kansas City, MO 64106 for **Project/Contract Number: 80002042/9292 Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Street.** Bids will be opened after that time.

City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are (10%) MBE participation and (6%) WBE participation.

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

Bidders are requested to attend the Mandatory Pre-Bid Conference at 11:00 AM, Wednesday March 30 2022. The Pre-Bid Conference will take place on Microsoft Teams.

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 872-212-5076,,535882135# United States, Chicago

Phone Conference ID: 535 882 135#

Project Manager: Jerald Stevens
Phone Number: 816-513-0446
Fax Number: 816-513-0288
E-mail: Jerald.Stevens@kcmo.org

Contract Administrator: Derrick Smith
Phone Number: (816) 513-0807
E-mail: Derrick.Smith@kcmo.org

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

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

ADDENDUM NUMBER 3

Project Number 80002042
Project Title: WMR in the area of North Cherry Drive to North Harrison Drive, NE 78th Street to NE 102nd Street.

ISSUE DATE: **4/6/2022**

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **Tuesday April 12, 2022**, are amended as follows:

Information to Bidders The following is provided to Bidders for information only:

1. Mandatory PreBid attendance list – See attached

2. Mandatory PreBid Presentation Power Point – See attached

Q1.	Are bidders required to submit a price for the alternate?
A1.	Bidders must submit a price for any alternates in order for their bid to be considered responsive.
Q2.	If the alternate is not chosen and the Contractor has done the full depth concrete to the top. Is the Contractor still responsible for degradation fees, like before?
A2.	The WMR contractor is responsible for the excavation permit fees and the degradation fees associated with the excavation.
Q3.	Does the base bid need to include the flowable fill beneath the 10" of concrete restoration area or is the flowable fill to be included in the alternate?
A3.	Excavation backfill must meet the requirements of the contract. Above the untreated compacted aggregate and the Portland cement concrete cap is required per the contract documents.
Q4.	Will the 150 days of Bid review for the water main replacement have construction interfere with the Oak Park High School traffic, or can the water main be installed in the summer before school starts?
A4.	Bidder may not withdraw bids for 120 days after the day bids are opened. The Contractor will be responsible for traffic control for the entire project.
Q5.	Is Barry Road water main replacement a part of this project?
A5.	Barry Road was mentioned in the Presentation and is shown on the project map but was removed from the project prior to advertising the project and will not be a part of this project.

Bidding Requirements

1. Delete and replace the following section(s):
    a. Delete, 00410 Construction Bid Form and replace with the following 00410 Construction Bid Form, See Attachment
    b. Delete 00210 Instructions to Bidders and replace with the following 00210 Instructions to bidders

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.

DocuSign Envelope ID: 88DBBCB0-4C62-4A24-9460-914893932933

KC WATER
ENGINEERING

DATE: April 4, 2022

TO: Jeff Martin, P.E., Chief Engineering Officer

FROM: Jerald Stevens, Project Manager, Systems Engineering Division

SUBJECT: **Request for Approval of a Construction Bid Amendment No. 3**

1. **Project Name:** Water Main Replacement in the Area of North Cherry Drive to North Harrison Drive, NE 78th Street to NE. 102nd Street

2. **Project Number:** 80002042 **Contract Number:** 9292

3. **Source of Funds:** FY 23 CIP Budget

4. **MBE/WBE Goals:** 10% MBE 6% WBE

5. **Description of Project:**

   This project includes the replacement of approximately 7,200 linear feet (LF)

   (1.36 Miles) of 2-inch, 6-inch, 8-inch, and 12-inch deteriorated and break-prone water mains in the area of North Cherry Drive to North Harrison Drive, NE 78th Street to NE 102nd Street in Kansas City, Jackson County, Missouri.

6. **Schedule and Contract Time:**

   Notice to Proceed – June 30, 2022

   Contract Time – 270 Calendar Days

DocuSign Envelope ID: 88DBBCB0-4C62-4A24-9460-914893932933

7. **Items for Amendment No. 3:**

Amendment No. 3:

This Amendment publishes the Attendance list for the Mandatory PreBid Meeting, the PowerPoint presentation of the Mandatory Pre-Bid meeting, the changes to the Construction Bid Form and answers questions from the Contractors

Permission is requested to process Amendment No. 3 for Contract 9292

Approved: Melanie Jollett 4/4/22

Melanie Jollett, P.E. Water Distribution Head Date

Approved: DocuSigned by: Jeff Martin 31E8ECD407AB411... 4/5/2022

Jeff Martin, P.E., Chief Engineering Officer Date
Water Services Department

ATTENDANCE LIST FOR MANDATORY PREBID MEETING FOR THE

WMR ALONG N. CHERRY DRIVE TO N. HARRISON DRIVE

FROM NE. 79th TERRACE TO NE. 102ND TERRACE

Jeff Martin,	KCMO Water
Fatema Parish,	Parish & Sons
Mike Adkins,	She Digs It
Dave Oshel	Leath & Sons
Nate Morgan	Infrastructure Solutions
John Wiers	Blue Moon Hauling
E. Dwight Butler	Parish & Sons
Dave Skaggs	Pyramid Excavation
Chad Haines	Haines & Associates
816 405-9412	Clark Parish - Parish & Sons
Bret Hettinger	Hettinger Excavating
Jerry Stevens	KCMO Water

CITY OF FOUNTAINS
CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

INSTRUCTIONS TO BIDDERS

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

1. Sealed Bids for Water Main Replacement in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace. Bids will be received by the General Services Department at 414 E. 12th Street, 1st Floor, Room 102W, Kansas City, MO 64106 until 2:00 P.M., April 12, 2022 at which time bidding will be closed.

   a. All Bids will be opened and read aloud. The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of one hundred twenty (120) days after the Bid is opened. Bid security shall likewise continue for the same one hundred twenty (120) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.

   b. All Bids shall be addressed to the Manager of Procurement Services, shall state on the outside of the sealed Bid envelope "Bid Enclosed", title and Project number, and shall be deposited in the locked Bid box. All Bids must comply with the Bidding Requirements of Kansas City, Missouri (CITY).

2. Consideration of Bids

   a. The City will determine the lowest and best Bid. The City may reject any or all bids. If the City rejects all Bids, the City may: (1) resolicit Bids following the City's normal solicitation procedure; or (2) solicit Bids only from those Bidders that submitted a Bid pursuant to the original solicitation; or (3) use an expedited Bid submission schedule with or without readvertising or issuing any other public notice when the City determines that the delay from the normal City solicitation procedure would not be in the City's best interests.

   b. Alternates. If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest and best Bid. In determining lowest and best Bid, the City may include the Alternates in any combination and in any order or priority or choose none of the Alternates. The City may make this determination at any time after Bid Closing and prior to Contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, City may add any or all of the Alternates to the Contract by change order.

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

   a. Completed Form 00410.01 Experience Reference Summary for three projects of similar scope performed within the past 5 years including the name, address and telephone number of the contact person having knowledge of the project and the dollar value of the project.

   b. Statement that, during the three (3) years immediately preceding the date of the Bid, Bidder has received no written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or Bidder has been found in such but has made restitution to affected workmen and complied with any statutory penalty; and a statement

that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments

c. Statement that Bidder participates in a training program that facilitates entry into the construction industry and which may include an on-the-job or in-house training program. By submitting its Bid, Bidder is agreeing to timely submit during the 48 hours after Bid opening an affidavit of describing such program and Bidder's participation.

d. Identify the following Key Personnel proposed for the Project. (**NOTE:** Key Personnel must be committed to the Project for its duration and may not be removed or substituted without the City's prior written consent.)

   (1) GC Project Manager

   (2) On-Site Field Superintendent

   (3) QC/QA Manager

   (4) Safety Officer

e. For each of the Key Personnel, provide the following background information.

   (1) Years of employment with current employer

   (2) City of residence

   (3) Identify any other projects this person will be involved with concurrently with the Project, and state the time commitment for the Project and each other project

   (4) Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project

f. Discuss generally the tasks involved in the Project.

g. Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project.

h. Submit a bid schedule with anticipated milestones for the Project using Microsoft Project 2007 or later format.

i. Describe key issues that might affect the Project schedule and how Bidder proposes to address them.

j. Summary of the Project Safety Plan for the Project.

   (1) Describe how Bidder proposes to address any unique safety issues for the Project

   (2) Describe your safety record and environmental compliance record along with your Firm's OSHA reportable accident rates on recent comparable size projects

   (3) Statement of Bidder's Experience Modification Ratio (EMR)

k. Discuss Bidder's understanding of the traffic control required for the Project, if applicable, and how traffic control will impact the Project schedule. Discuss any major traffic control issues that need to be addressed and Bidder's proposed solutions.

l. Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.

m. Outline key community relations issues and how they might be resolved.

n. Describe any difficulties Bidder anticipates encountering in serving the City, in light of the City's status as a municipality and public entity. Explain how Bidder plans to manage them.

o. Summary of Bidder's Quality Assurance/Quality Control Plan for this project

p. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any

federal, state or local DBE/MBE/WBE Program and any damages assessed; or (b) a statement that there have been no such written notices of violations, or such penalties assessed; and a statement that Program requirements have been met.

q. Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.

r. Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments

s. Statement of Bidder's litigation and/or arbitration history over the past five (5) years including final ruling.

t. Statement of Bidder's bond history over the past five (5) years including any incidences of failure to perform.

u. MBE / WBE past project performance and compliance with participation goals in comparable size commercial projects

v. Other.

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

5. Late Bids Bids and modifications of Bids received after the exact hour and date specified for receipt will not be considered unless: (1) the Bid is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the Bid will be delivered to the City prior to the submission deadline; or (2) if the Bid is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due solely to an error by the U.S Postal Service, common carrier or contract carrier; or (3) the Bid is timely delivered to the City but is at a different City location than that specified in this IFB; or (4) the City extends the time after the deadline for a force majeure event that could potentially affect any or all Bidders meeting the deadline.

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

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

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

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

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

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

a. Properly signed, dated, and sealed Performance and Maintenance Bond and Payment Bond;

b. Properly completed certificates of insurance;

c. Copies of licenses required by the City to do the Work;

d. A copy of CONTRACTOR's current Certificate of Good Standing or Fictitious Name Registration from the Missouri Secretary of State, or other acceptable proof; and

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

13. City's Buy American and Missouri Preference Policies It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

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

15. Tax Clearance Bidder will be required to furnish to CITY sufficient proof from City's Commissioner of Revenue, verifying that Bidder is in compliance with the license and tax ordinances administered by City's Revenue Division as a precondition to CITY making its first payment under any CONTRACT over $160,000.00. Bidder will also be required to obtain proof of City tax compliance from all of its Subcontractors prior to the Subcontractors performing any Work.

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

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

Successful Bidder shall be required to use City's Internet web based Prevailing Wage Reporting System provided by City and protocols included in that software during the term of this Contract. When requested

by the City, Bidder shall submit user applications to City's provided Prevailing Wage Reporting System for all applicable personnel and shall require subcontractors to submit same.

18. Contract Information Management System. Successful Bidder shall be required to 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. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

19. MBE/WBE Program Requirements City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are (10%) MBE participation and (6%) WBE participation. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.gov. Please call the Human Relations Department at (816) 513-1836 for assistance.

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

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

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

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

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

23. Subcontractors, Suppliers and Others

a. If the Contract Documents require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to City, the apparent lowest and best Bidder, and any other Bidder so requested, shall submit to City a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier or organization if requested by City. If City has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, City may request the apparent lowest and best Bidder to submit an acceptable substitute without an increase in Bid price.

b. By submitting its Bid, Bidder agrees that it has read and understands all the provisions of General Condition No. 6.07, Concerning Subcontractors, Suppliers and Others, and that it will comply with all those

provisions including but not limited to mandatory mediation of disputes and the prohibition against paid-if-paid and paid-when-paid contract clauses. It is the City's expectation that all Subcontractors and Suppliers will be treated fairly and in good faith by the successful Bidders and that the successful Bidder will make all reasonable efforts to resolve contract disputes with a Subcontractor or Supplier in a prompt and fair manner. If the City is notified by a Subcontractor or Supplier of a contract claim with the successful Bidder, City will notify the successful Bidder and will request prompt resolution of the claim. City will provide any such Subcontractor or Supplier information regarding mandatory mediation as well as a copy of the Payment Bond. City may notify the Surety that City has taken cognizance of such claim.

c. In accordance with the Missouri Prompt Payment Act, City reserves the right to withhold payment(s) in good faith from the successful Bidder due to: i)the successful Bidder's failure to comply with any material provision of the contract; ii)third party claims filed or reasonable evidence that a claim will be filed; iii)the successful Bidder's failure to make timely payments for labor, equipment or materials; or iv)for damage to a Subcontractor or Supplier.

d. By submitting its Bid, Bidder agrees it will not deny any Subcontractor subcontracting opportunities solely because the Subcontractor is not a signatory to collective bargaining agreements with organized labor.

e. The provisions of GC 6.07 are a material term of the Contract with the City and failure by the successful Bidder to comply with the provisions of this section will be taken into consideration by City in making the determination of lowest and best bidder in any subsequent City contracts.

24. **Pre-Bid Conference** The Water Service Department will hold a pre-Bid conference on Wednesday March 29, 2022 at 11:00 AM via Microsoft Teams. Attendance at the pre-Bid conference is **mandatory** for all Bidders on this Project. For this Project, the City shall not contract with a Bidder who has not attended the entire pre-Bid conference for this Project.

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 872-212-5076,,535882135# United States, Chicago

Phone Conference ID: 535 882 135#

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

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

Limited Liability Company:

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

Partnership:

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

Sole Proprietor:

□ the proprietor.

Joint Venture:

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

Corporation:

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

27. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than ten (10) days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

Jerry Stevens, Project Manager
KC Water Services Department
4800 E. 63rd Street
Kansas City, MO 64130
(816) 513-0446
(816) 513-0288
E-mail: Jerald.stevens@kcmo.org

_____, Contract Administration
Company Name/Department
Building/Floor Number
Address
City, State, Zip Code
(816) Phone Number
(816) Facsimile Number
E-mail:

For persons with disabilities needing reasonable accommodations please contact Jean Lawson at 816-513-6566. If you need to use the Relay Service, please dial 711.

Bidder: _____

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

BID FORM/CONTRACT

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

1. Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the construction of the proposed Work, including Laws and Regulations and the availability of materials and supplies, agrees, if this Bid is selected by CITY, this Bid Form/Contract will become the Contract between Bidder and CITY for Bidder to furnish all labor and materials, equipment and services necessary for the proper completion of the Work in accordance with the Contract Documents, including general construction work at the price(s) stated below, which stated sums include fees and all other charges applicable to materials, appliances, labor and all things subject to and upon which other charges may be levied.
2. Bidder agrees the Contract Documents will comprise the entire agreement between CITY and Bidder. The Contract Documents are identified in the General Conditions and are incorporated into and made part hereof this Bid Form/Contract by reference.
3. Bidder agrees that if this Bid Form/Contract is executed by CITY, Bidder's offer is accepted and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties. Bidder authorizes the CITY to fill in the Contract Price on this Bid Form/Contract in accordance with Bidder's Bid. Bidder agrees that this Bid Form/Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Bid Form/Contract and all of which, when taken together, will be deemed to constitute one and the same Bid Form/Contract. This Bid Form/Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Bid Form/Contract and shall be acceptable in a court of law. A copy of this Bid Form/Contract shall constitute an original and shall be acceptable in a court of law.
4. The Bid Price(s) shall be shown in numeric figures only.

TOTAL BASE BID IN NUMERIC FIGURES	_____
ALLOWANCE NO.	$ 50,000.00
TOTAL BID IN NUMERIC FIGURES	$ _____
(Base Bid + Allowance)	
TOTAL BID ALTERNATE	$ _____

5. The undersigned Bidder has given CITY'S Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Project Manager or by the SIGN PROFESSIONAL is acceptable to Bidder.
6. The undersigned Bidder agrees that this Bid shall remain subject to selection by CITY, and may not be withdrawn for one hundred twenty(120) days after the day Bids are opened.
7. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.
8. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

9. Form 00420 - Alternate contains work and prices which modify the Base Bid, if selected, and is incorporated into this Bid. This form must be completed and returned with this Bid.

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

10. By submitting its bid, Bidder is agreeing to meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with the City, or request a waiver of the goals. If a waiver is requested, Bidder must establish good faith efforts towards meeting the goals as set forth in the HRD Instructions for Construction Contracts and the City's Construction Employment Program Ordinance (commonly known as the "Workforce Ordinance") (City Code Section 3-515). Within forty-eight (48) hours after bid opening, the construction contractor shall submit **HRD Employee Identification Report Form-Rev. 102715** which shall include: the name, home address, job title, sex and race/ethnicity of each person the contractor anticipates will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.

11. Should Bidder fail to meet or exceed the minimum employment goals or otherwise establish that Bidder is entitled to a waiver under circumstances in which Bidder has previously failed to meet or exceed the goals on one or more occasions with the twenty-four month period immediately preceding the completion of the Work under this Bid Form/Contract, Bidder may be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period ranging from thirty days to six months as further specified in the Contract Documents. This program is distinguished from the M/WBE Program in that it is not based on company ownership but rather is based on workforce hours instead of a budgetary allocation of work.

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

13. Section 15 through Section 18 constitutes the Affidavit of Intended Utilization required to be submitted by Bidders.

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

when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

PROJECT GOALS: **__10____% MBE __6___% WBE _____ % DBE**

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

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

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

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

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

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

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

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

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

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 HRD 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 Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions for Construction Projects and the City's MBE/WBE Ordinance.

Bidder: _____

Business Entity Type:

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

BIDDER
Legal name & address of Bidder, person firm, partnership, corporation, or association submitting Bid:
_____
Phone No: _____
Cell No: _____
Facsimile No: _____
Bidder's E-Mail: _____
_____
Federal ID. No. _____

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

By: _____
(Signature)

_____
(Print Name)

Title:_____

Date:_____

(Attach corporate seal if applicable)

NOTARY

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

My Commission Expires: _____ _____

Bidder: _____

ACCEPTANCE OF BID

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

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

00413 Allowances, included in the Bid, a copy of which is attached

00420 Alternates, included in the Bid, a copy of which is attached

Alternate No. 1 - $

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

_____

City of Kansas City, Missouri (OWNER or City)

Approved as to form:

_____

Assistant City Attorney

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

_____

Director of Finance (Date)

WMR in the Area of North Cherry Drive to North Harrison Drive, NE 78th Street to NE 102nd Street.

Mandatory PreBid Meeting

March 30, 2022

Introductions

Jeff Martin, PE
Chief Engineering Officer
KC Water

Jerry Stevens, PE
Project Manager
KC Water

Melanie Jollett, PE
Water Distribution Division Head
KC Water

KCWATER

Meeting Agenda

- Bid Overview
- Project Overview
- New KC Water Specifications
- New SR-1 Detail
- Contractor's Responsibility for Pavement Restoration for this Contract Section 1015
- Traffic Control

KCWATER

Bid Overview

- Bids due April 5, 2022 by 2pm
- Bids are good for 150 days
- M/WBE goals for project are 10% MBE and 6% WBE
- Bid Alternate
  - Alternate price to include Cold mill and overlay all street cuts with 2" of Type 5-01 hot mix asphalt to meet SR-1 requirements.

Project Overview

7,200 LF of 2-inch, 6-inch, 8-inch, and 12-inch WMR

- Replace 450 LF of 8-inch water main along N. Cherry Drive from NE New Mark Dr. to 450' North;
- Replace 250 LF of 12-inch CIP water mains with 12-inch DIP along NE New Mark Drive from N. Cherry Drive to N. Charlotte Street;
- Replace 1,400 LF of 8-inch CIP water mains with 8-inch DIP along N. Charlotte Street from NE. New Mark Drive to N. Harrison Drive;
- Replace 250 LF of 6-inch CIP water mains with 6-inch DIP along NE. 100th Terr. from N. Charlotte Street to the end of the Cul De Sac;
- Replace 1,550 LF of 6-inch water mains with 8-inch DIP along N. Harrison Drive from N. Charlotte Street to N. Campbell Drive;

Project Overview

- Replace 300 LF of 2-inch CIP water mains with 6-inch DIP along N. Charlotte Street Cul De Sac from N Charlotte Street to end of Cul De Sac;
- Replace 200 LF of 2-inch CIP water mains with 6-inch DIP along N. Charlotte Street (Cul De Sac) from N Charlotte Street to end of Cul De Sac;
- Replace 1200 LF of 4-inch CIP water mains with 12-inch DIP along 79th Ter. from N. Cherry Street to N. Campbell Street;
- Replace 1600 LF of 8-inch water mains with 8-inch DIP along NE Barry Road from N. Oak Trfy. to N. Boone Street.

New KC Water Specifications

- We have recently modified and approved several new specifications.
- The new KC Water specs are within the "Technical Specification for the KC Water Contracts" dropdown within the Rules and Regulations section of the KC Water website. They are included in these bid documents as well.

New SR-1 Detail

The new SR-1 detail is public information and is in the Standard Drawings section of the PW website.

The SR-1 Web Map is public information and is under the "Standards Review" section towards the bottom of the PW's Design & Construction Standards website.

Note 3 – Backfill - Backfill shall not be placed in water or mud. Clean graded rock or frozen material shall not be used as backfill. Backfill material and placement shall meet flowable fill meeting 2202 or untreated compacted aggregate meeting 2202. Utilities or Contractors using untreated compacted aggregate will need to provide all compaction prior to completion of the permit

New SR-1 Detail

- Pavement Repair Width
  - Pavement greater than 5 yrs. old – Note 4
  - Pavement less than or equal to 5 yrs. old – Note 7
- Overlay Requirement with Patches
  - Note 4B
- Combining Patches - Detail 3, Note 8
- Street Plates - Note 6F
- Emergency Conditions - Note 6G
- Perimeter Joints - Note 10

Contractor's Responsibility for Pavement Restoration for this Contract Section 1015

Section 02250 – Trenching, Pipe Embedment and Backfill
3.02 PAVEMENT REMOVAL AND RESTORATION - Modifications to the Kansas City, Missouri Public Works Department Standard Detail SR-1, Street Cut Restoration modifications include:

6. Pavement restoration for asphalt pavement shall be completed by replacing the 2-inch patch (Type 5-01) asphalt surface portion of detail 1 with concrete. The concrete shall be placed monolithically with the Portland Cement Concrete Cap portion of the pavement repair. The concrete shall be placed and finished per the requirements of Kansas City, Missouri Public Works standards section 2208 Portland Cement Concrete Pavement.

Contractor's Responsibility for Pavement Restoration for this Contract Section 1015

Section 02575 – Surface Restoration

3.06 STREET CUT RESTORATION - Modifications to the Kansas City, Missouri Public Works Department Standard Detail SR-1, Street Cut Restoration modifications include:

4. Pavement restoration for asphalt pavement shall be completed by replacing the 2 inch patch (Type 5-01) asphalt surface portion of detail 1 with concrete. The concrete shall be placed monolithically with the Portland Cement Concrete Cap portion of the pavement repair. The concrete shall be placed and finished per the requirements of Kansas City, Missouri Public Works standards section 2208 Portland Cement Concrete Pavement.

5. Bid price for the Pavement Removal and Restoration shall represent the work required to conform to the PW SR-1 detail as modified by Section 01015. Insert price on form 0420 and 0410 of the bid documents

Traffic Control

New traffic control requirements per the code of ordinances include:

- Remove traffic control if there are 48 hrs. without work. This is covered in sec 70-39 of the Code of Ordinances.

70.39.e.5 The traffic control plan shall anticipate the performance of continuous construction activities. If construction activities are not being continuously performed within the entire active work zone for a period of 48-hours, excluding weekends, the permit holder must immediately restore the work zone and remove traffic control devices unless exempted by the director.

Jerry Stevens, PE
816 513-0446
Jerald.stevens@kcmo.org

QUESTIONS?

ADDENDUM NUMBER 4

Project Number 80002042
Project Title WMR in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

ISSUE DATE: **April 7, 2022**

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **April 12, 2022**, are amended as follows:

Information to Bidders The following is provided to Bidders for information only:

Due to the desire to limit the number of individuals in City Hall, we would like to communicate the option to attend the Public Bid Opening virtually for **April 12, 2022**.

1. We will allow Bidders to submit their bids at City Hall-1st Floor Rm. 102W by the 2:00 PM deadline mentioned in the Invitation for Bid.

2. We are offering a virtual meeting via the link and information for Microsoft Teams. The Bid Reading will be "Live" through any computer, tablet or mobile device using the provided link. You can also choose to call-in using the number provided as well.

3. The Bid Results will be posted to the KCMO Planroom like our normal process.

Microsoft Teams meeting

Join on your computer or mobile app
Click here to join the meeting
Or call in (audio only)
+1 872-212-5076,,499564047# United States, Chicago
Phone Conference ID: 499 564 047#
Find a local number | Reset PIN
Learn More | Meeting options

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CERTIFICATION PAGE

Project/Contract Number: 80002042 / 9292

Project Title: WMR in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

I am responsible for the following specifications and drawings:

Drawings: 1- 29

Specifications: None

STATE OF MISSOURI
JAMES M. LAMBETH
NUMBER E-23507
02/21/2022
REGISTERED PROFESSIONAL ENGINEER

(SEAL)

I am responsible for the following specifications and drawings:

Drawings: None

Specifications: Divisions 1,2

STATE OF MISSOURI
JEFFREY A. MARTIN
NUMBER E-2001018775
2/24/22
REGISTERED PROFESSIONAL ENGINEER

(SEAL)

I am responsible for the following specifications and drawings:

Drawings:

Specifications:

(SEAL)

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

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Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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CITY OF FOUNTAINS
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KANSAS CITY
MISSOURI

LIST OF DRAWINGS

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

Item	Set /Title /Description /Designation	Drawing No(s).	Dated
1	COVER SHEET	D- 20624	12-11-20
2	GENERAL NOTES		
3-4	OVERALL LAYOUT - 8" & 12" MAINS ON NEW MARK SUBDIVISION - LINES A – H	D- 20624	12-11-20
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CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

INVITATION TO BID

Project/Contract Number: 80002042 / 9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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The General Services Department of Kansas City, Missouri will receive sealed Bids until 2:00 PM, on Tuesday, April 5, 2022 at 414 E. 12th Street, 1st Floor, Room 102W, Kansas City, MO 64106 for **Project/Contract Number: 80002042/9292 Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Street.** Bids will be opened after that time.

City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are (10%) MBE participation and (6%) WBE participation.

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

Bidders are requested to attend the Mandatory Pre-Bid Conference at 11:00 AM, Wednesday March 30 2022. The Pre-Bid Conference will take place on Microsoft Teams.

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 872-212-5076,,535882135# United States, Chicago

Phone Conference ID: 535 882 135#

Project Manager: Jerald Stevens
Phone Number: 816-513-0446
Fax Number: 816-513-0288
E-mail: Jerald.Stevens@kcmo.org

Contract Administrator: Derrick Smith
Phone Number: (816) 513-0807
E-mail: Derrick.Smith@kcmo.org

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

CITY OF FOUNTAINS
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MISSOURI

INSTRUCTIONS TO BIDDERS

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

1. Sealed Bids for **Project/Contract No: 80002042/9292 Water Main Replacement in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace**. Bids will be received by the General Services Department at 414 E. 12th Street, 1st Floor, Room 102W, Kansas City, MO 64106 until 2:00 P.M., April 5, 2022 at which time bidding will be closed.

   a. All Bids will be opened and read aloud. The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of one hundred fifty (150) days after the Bid is opened. Bid security shall likewise continue for the same one hundred fifty (150) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.

   b. All Bids shall be addressed to the Manager of Procurement Services, shall state on the outside of the sealed Bid envelope "Bid Enclosed", title and Project number, and shall be deposited in the locked Bid box. All Bids must comply with the Bidding Requirements of Kansas City, Missouri (CITY).

2. Consideration of Bids

   a. The City will determine the lowest and best Bid. The City may reject any or all bids. If the City rejects all Bids, the City may: (1) resolicit Bids following the City's normal solicitation procedure; or (2) solicit Bids only from those Bidders that submitted a Bid pursuant to the original solicitation; or (3) use an expedited Bid submission schedule with or without readvertising or issuing any other public notice when the City determines that the delay from the normal City solicitation procedure would not be in the City's best interests.

   b. Alternates. If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest and best Bid. In determining lowest and best Bid, the City may include the Alternates in any combination and in any order or priority or choose none of the Alternates. The City may make this determination at any time after Bid Closing and prior to Contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, City may add any or all of the Alternates to the Contract by change order.

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

   a. Completed Form 00410.01 Experience Reference Summary for three projects of similar scope performed within the past 5 years including the name, address and telephone number of the contact person having knowledge of the project and the dollar value of the project.

   b. Statement that, during the three (3) years immediately preceding the date of the Bid, Bidder has received no written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or Bidder has been found in such but has made restitution to affected workmen and complied with any statutory penalty; and a

statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments

c. Statement that Bidder participates in a training program that facilitates entry into the construction industry and which may include an on-the-job or in-house training program. By submitting its Bid, Bidder is agreeing to timely submit during the 48 hours after Bid opening an affidavit of describing such program and Bidder's participation.

d. Identify the following Key Personnel proposed for the Project. (**NOTE:** Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)

   (1) GC Project Manager

   (2) On-Site Field Superintendent

   (3) QC/QA Manager

   (4) Safety Officer

e. For each of the Key Personnel, provide the following background information.

   (1) Years of employment with current employer

   (2) City of residence

   (3) Identify any other projects this person will be involved with concurrently with the Project, and state the time commitment for the Project and each other project

   (4) Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project

f. Discuss generally the tasks involved in the Project.

g. Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project.

h. Submit a bid schedule with anticipated milestones for the Project using Microsoft Project 2007 or later format.

i. Describe key issues that might affect the Project schedule and how Bidder proposes to address them.

j. Summary of the Project Safety Plan for the Project.

   (1) Describe how Bidder proposes to address any unique safety issues for the Project

   (2) Describe your safety record and environmental compliance record along with your Firm's OSHA reportable accident rates on recent comparable size projects

   (3) Statement of Bidder's Experience Modification Ratio (EMR)

k. Discuss Bidder's understanding of the traffic control required for the Project, if applicable, and how traffic control will impact the Project schedule. Discuss any major traffic control issues that need to be addressed and Bidder's proposed solutions.

l. Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.

m. Outline key community relations issues and how they might be resolved.

n. Describe any difficulties Bidder anticipates encountering in serving the City, in light of the City's status as a municipality and public entity. Explain how Bidder plans to manage them.

o. Summary of Bidder's Quality Assurance/Quality Control Plan for this project

p. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any

federal, state or local DBE/MBE/WBE Program and any damages assessed; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Program requirements have been met.

q. Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.

r. Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments

s. Statement of Bidder's litigation and/or arbitration history over the past five (5) years including final ruling.

t. Statement of Bidder's bond history over the past five (5) years including any incidences of failure to perform.

u. MBE / WBE past project performance and compliance with participation goals in comparable size commercial projects

v. Other.

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

5. Late Bids Bids and modifications of Bids received after the exact hour and date specified for receipt will not be considered unless: (1) the Bid is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the Bid will be delivered to the City prior to the submission deadline; or (2) if the Bid is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due solely to an error by the U.S Postal Service, common carrier or contract carrier; or (3) the Bid is timely delivered to the City but is at a different City location than that specified in this IFB; or (4) the City extends the time after the deadline for a force majeure event that could potentially affect any or all Bidders meeting the deadline.

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

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

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

9. Mistake in Bid Security By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. When such a mistake occurs and a Bidder fails or

refuses to correct the mistake or execute the Contract when requested by the City, any Bid security shall be forfeited to the City and the Bidder shall also be subject to debarment and damages.

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

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

a. Properly signed, dated, and sealed Performance and Maintenance Bond and Payment Bond;

b. Properly completed certificates of insurance;

c. Copies of licenses required by the City to do the Work;

d. A copy of CONTRACTOR's current Certificate of Good Standing or Fictitious Name Registration from the Missouri Secretary of State, or other acceptable proof; and

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

13. City's Buy American and Missouri Preference Policies It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

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

15. Tax Clearance Bidder will be required to furnish to CITY sufficient proof from City's Commissioner of Revenue, verifying that Bidder is in compliance with the license and tax ordinances administered by City's Revenue Division as a precondition to CITY making its first payment under any CONTRACT over $160,000.00. Bidder will also be required to obtain proof of City tax compliance from all of its Subcontractors prior to the Subcontractors performing any Work.

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

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

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

18. Contract Information Management System. Successful Bidder shall be required to 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. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

19. MBE/WBE Program Requirements City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are (10%) MBE participation and (6%) WBE participation. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.gov. Please call the Human Relations Department at (816) 513-1836 for assistance.

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

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

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

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

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

23. Subcontractors, Suppliers and Others

a. If the Contract Documents require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to City, the apparent lowest and best Bidder, and any other Bidder so requested, shall submit to City a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier or organization if requested by City. If City has reasonable objection to any

proposed Subcontractor, Supplier or other person or organization, City may request the apparent lowest and best Bidder to submit an acceptable substitute without an increase in Bid price.

b. By submitting its Bid, Bidder agrees that it has read and understands all the provisions of General Condition No. 6.07, Concerning Subcontractors, Suppliers and Others, and that it will comply with all those provisions including but not limited to mandatory mediation of disputes and the prohibition against paid-if-paid and paid-when-paid contract clauses. It is the City's expectation that all Subcontractors and Suppliers will be treated fairly and in good faith by the successful Bidders and that the successful Bidder will make all reasonable efforts to resolve contract disputes with a Subcontractor or Supplier in a prompt and fair manner. If the City is notified by a Subcontractor or Supplier of a contract claim with the successful Bidder, City will notify the successful Bidder and will request prompt resolution of the claim. City will provide any such Subcontractor or Supplier information regarding mandatory mediation as well as a copy of the Payment Bond. City may notify the Surety that City has taken cognizance of such claim.

c. In accordance with the Missouri Prompt Payment Act, City reserves the right to withhold payment(s) in good faith from the successful Bidder due to: i)the successful Bidder's failure to comply with any material provision of the contract; ii)third party claims filed or reasonable evidence that a claim will be filed; iii)the successful Bidder's failure to make timely payments for labor, equipment or materials; or iv)for damage to a Subcontractor or Supplier.

d. By submitting its Bid, Bidder agrees it will not deny any Subcontractor subcontracting opportunities solely because the Subcontractor is not a signatory to collective bargaining agreements with organized labor.

e. The provisions of GC 6.07 are a material term of the Contract with the City and failure by the successful Bidder to comply with the provisions of this section will be taken into consideration by City in making the determination of lowest and best bidder in any subsequent City contracts.

24. **Pre-Bid Conference** The Water Service Department will hold a pre-Bid conference on Wednesday March 30, 2022 at 11:00 AM via Microsoft Teams. Attendance at the pre-Bid conference is **mandatory** for all Bidders on this Project. For this Project, the City shall not contract with a Bidder who has not attended the entire pre-Bid conference for this Project.

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 872-212-5076,,535882135# United States, Chicago

Phone Conference ID: 535 882 135#

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

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

Limited Liability Company:

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

Partnership:

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

Sole Proprietor:

□ the proprietor.

Joint Venture:

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

Corporation:

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

27. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than ten (10) days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

Jerry Stevens, Project Manager
KC Water Services Department
4800 E. 63rd Street
Kansas City, MO 64130
(816) 513-0446
(816) 513-0288
E-mail: Jerald.stevens@kcmo.org

Derrick Smith, Contract Administration
General Services Department
City Hall, 1st Floor 102W
414 E. 12th Street
Kansas City, MO 64106
(816) 513-0807
(816) 513-2812 Fax Number
E-mail: Derrick.Smith@kcmo.org

For persons with disabilities needing reasonable accommodations please contact Jean Lawson at 816-513-6566. If you need to use the Relay Service, please dial 711.

Bidder: _____

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

BID FORM/CONTRACT

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

1. Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the construction of the proposed Work, including Laws and Regulations and the availability of materials and supplies, agrees, if this Bid is selected by CITY, this Bid Form/Contract will become the Contract between Bidder and CITY for Bidder to furnish all labor and materials, equipment and services necessary for the proper completion of the Work in accordance with the Contract Documents, including general construction work at the price(s) stated below, which stated sums include fees and all other charges applicable to materials, appliances, labor and all things subject to and upon which other charges may be levied.
2. Bidder agrees the Contract Documents will comprise the entire agreement between CITY and Bidder. The Contract Documents are identified in the General Conditions and are incorporated into and made part hereof this Bid Form/Contract by reference.
3. Bidder agrees that if this Bid Form/Contract is executed by CITY, Bidder's offer is accepted and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties. Bidder authorizes the CITY to fill in the Contract Price on this Bid Form/Contract in accordance with Bidder's Bid. Bidder agrees that this Bid Form/Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Bid Form/Contract and all of which, when taken together, will be deemed to constitute one and the same Bid Form/Contract. This Bid Form/Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Bid Form/Contract and shall be acceptable in a court of law. A copy of this Bid Form/Contract shall constitute an original and shall be acceptable in a court of law.
4. The Bid Price(s) shall be shown in numeric figures only.

TOTAL BASE BID IN NUMERIC FIGURES	$_____
ALLOWANCE NO.	$ $50,000.00
TOTAL BID ALTERNATE	**$**_____
TOTAL BID IN NUMERIC FIGURES	$_____

5. The undersigned Bidder has given CITY'S Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Project Manager or by the DESIGN PROFESSIONAL is acceptable to Bidder.
6. The undersigned Bidder agrees that this Bid shall remain subject to selection by CITY, and may not be withdrawn for ninety (90) days after the day Bids are opened.
7. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.
8. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

9. Form 00420 - Alternate contains work and prices which modify the Base Bid, if selected, and is incorporated into this Bid. This form must be completed and returned with this Bid.

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

10. By submitting its bid, Bidder is agreeing to meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with the City, or request a waiver of the goals. If a waiver is requested, Bidder must establish good faith efforts towards meeting the goals as set forth in the HRD Instructions for Construction Contracts and the City's Construction Employment Program Ordinance (commonly known as the "Workforce Ordinance") (City Code Section 3-515). Within forty-eight (48) hours after bid opening, the construction contractor shall submit **HRD Employee Identification Report Form-Rev. 102715** which shall include: the name, home address, job title, sex and race/ethnicity of each person the contractor anticipates will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.

11. Should Bidder fail to meet or exceed the minimum employment goals or otherwise establish that Bidder is entitled to a waiver under circumstances in which Bidder has previously failed to meet or exceed the goals on one or more occasions with the twenty-four month period immediately preceding the completion of the Work under this Bid Form/Contract, Bidder may be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period ranging from thirty days to six months as further specified in the Contract Documents. This program is distinguished from the M/WBE Program in that it is not based on company ownership but rather is based on workforce hours instead of a budgetary allocation of work.

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

13. Section 15 through Section 18 constitutes the Affidavit of Intended Utilization required to be submitted by Bidders.

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

when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

PROJECT GOALS: **__10____% MBE __6___% WBE _____ % DBE**

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

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

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

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

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

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

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

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

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

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 HRD 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 Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions for Construction Projects and the City's MBE/WBE Ordinance.

Bidder: _____

Business Entity Type:

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

BIDDER
Legal name & address of Bidder, person firm, partnership, corporation, or association submitting Bid:
_____
Phone No: _____
Cell No: _____
Facsimile No: _____
Bidder's E-Mail: _____
_____
Federal ID. No. _____

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

By: _____
(Signature)

_____
(Print Name)

Title:_____

Date:_____

(Attach corporate seal if applicable)

NOTARY

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

My Commission Expires: _____ _____

Bidder: _____

ACCEPTANCE OF BID

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

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

00413 Allowances, included in the Bid, a copy of which is attached

00420 Alternates, included in the Bid, a copy of which is attached

Alternate No. 1 - $

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

_____

City of Kansas City, Missouri (OWNER or City)

Approved as to form:

_____

Assistant City Attorney

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

_____

Director of Finance (Date)

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

EXPERIENCE AND REFERENCE SUMMARY

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	$ VALUE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

EXPERIENCE AND REFERENCE SUMMARY – CURRENT PROJECTS

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

Firm's Legal Name	
Mailing Address	
Contact – Name & E-Mail	
Contact – Phone & Fax	

NO.	PROJECT & LOCATION	CONTRACT AMOUNT/ % COMPLETE	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	LENGTH, DIAMETER & MATERIAL OF CONSTRUCTION OR DESCRIPTION OF REPAIRS	START DATE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

LIST OF EQUIPMENT AND STAFFING AVAILABLE FOR PROJECT

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

	EQUIPMENT AVAILABLE FOR CONSTRUCTION (OR ATTACH LIST)		**STAFFING BREAKDOWN**	**NUMBER OF EACH CATEGORY**
1.		1.	OFFICE STAFF	
2.		2.	SUPERVISORS	
3.		3.	FIELD STAFF – CREW FOREMEN	
4.		4.	FIELD STAFF – OPERATORS (NOT FOREMEN)	
5.		5.	FIELD STAFF – LABORERS (NOT FOREMEN)	
6.		6.		

Bidder: _____

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

ALLOWANCE FORM

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

Allowance No.:	Allowance Description:	Allowance in Figures:
1	Water work and Appurtanences	$50,000.00

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

ALTERNATES

Project Number 80002042/9292

Project Title Water Main Replacement in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

No:	Description:	❑ Add [+] ❑ Deduct [-]	Price in Figures: $
1	Cold mill and overlay all street cuts with 2" of Type 5-01 hot mix asphalt to meet SR-1 requirements.		

No:	Description:	❑ Add [+] ❑ Deduct [-]	Price in Figures: $

No:	Description:	❑ Add [+] ❑ Deduct [-]	Price in Figures: $

No:	Description:	❑ Add [+] ❑ Deduct [-]	Price in Figures: $

No:	Description:	❑ Add [+] ❑ Deduct [-]	Price in Figures: $

No:	Description:	❑ Add [+] ❑ Deduct [-]	Price in Figures: $

No:	Description:	❑ Add [+] ❑ Deduct [-]	Price in Figures: $

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

BID BOND

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

Bond Number _____

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

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

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

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

Signed, sealed and delivered this _____ day of _____. _____.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

_____

_____

_____

_____

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

By: _____

Title:_____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

_____

_____

_____

_____

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

By:_____

Title:_____

Date:_____

(Attach seal and Power of Attorney)

HRD INSTRUCTIONS

FOR CONSTRUCTION CONTRACTS

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 3-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction contract may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract that may be awarded pursuant to these bid specifications. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Bidder submits a bid of $100,000, the goal for MBE participation would equal $10,000. The specific MBE/WBE goals on this contract are set forth elsewhere in the bid specifications.

B. These Human Relations Department ("HRD") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the contract work to the extent of the goals listed for the contract and to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the Bid that a Bidder objectively demonstrate to the City that good faith efforts have been made to meet the Goals. Bidders must attempt to meet both the MBE and WBE goals and request a waiver if either is not met.

C. The following HRD Forms are attached and must be used for MBE/WBE submittals:

1. Contractor Utilization Plan/Request for Waiver (HRD Form 8); and
2. Letter of Intent to Subcontract (HRD Form 00450.01); and
3. Timetable for MBE/WBE Utilization (HRD Form 10); and
4. Request for Modification or Substitution (HRD Form 11); and
5. Contractor Affidavit for Final Payment (Form 01290.14); and
6. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Bidder's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Bidder submits a bid, Bidder should contact HRD

and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

II. Required Submissions Following Bid Opening.

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

1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Bidder's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:

   a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and

   b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.

   c. An automatic request for waiver in the event Bidder has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Bidder's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Bidder has made good faith efforts to obtain MBE/WBE participation.

2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01)**. A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

III. Required Submission when Requested by City.

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

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**

2. **Documentation of good faith efforts.**

IV. Required Monthly Submissions during term of Contract.

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

1. **M/WBE Monthly Utilization Report.** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications. The preferred method of submission of this report is through the B2GNow Diversity Management System (B2GNow) HRD Form 00485.01 may be submitted in lieu of the B2GNow system under certain conditions, with the consent of HRD.

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.**
4.

VI. Additional Submittals.

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

VII. MBE/WBE Participation Credit.

A. The following shall be credited towards achieving the goals:

1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a 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 HRD 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 HRD 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 HRD 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 HRD 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 (HRD Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

1. The Director finds that the Bidder or Contractor made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
2. The 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 (HRD 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 HRD of determinations shall constitute notice. The appeal shall state with specificity why the Bidder or Contractor believes the determination is incorrect

C. Failure to file a timely appeal shall constitute a waiver of a Bidder's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XI. Access to Documents and Records.

A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) calendar days of the date of the written request.

B. All Bidders agree to cooperate with the contracting department and HRD in studies and surveys regarding the MBE/WBE program.

XII. Miscellaneous.

A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.

B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.

C. Oral representations are not binding on the City.

D. The City Council may waive the requirements of this document and the Program and award the contract to the lowest and best bidder if the City Council determines a waiver is in the best interests of the City.

E. The Director may grant extensions of time to Bidders to submit Letters of Intent to

Subcontract (HRD Form 00450.01).

XIII. Liquidated Damages – MBE/WBE Program.

A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between 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 Human Relations Department ("HRD") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed the construction employment goals to receive approval from HRD, a Bidder not doing so is required to objectively demonstrate to HRD that good faith efforts have been made.

F. The following HRD Forms are to be used for Construction Employment Program submittals:

1. Project Workforce Monthly Report (HRD Form 00485.02)
2. Company-Wide Workforce Monthly Report (HRD Form 00485.03)

II. Required Submissions.

A. Within forty-eight (48) hours after bid opening, the construction contractor shall submit the **Construction Employee Identification Report** (HRD Form 00485.03) 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** (HRD Form 00485.03).

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** (HRD Form 00485.03) for the subcontractor.

B. The HRD 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 HRD Director will allow paper submission

of the following HRD Forms in lieu of on-line submission if the on-line submission process presents a hardship to the contractor:

1. **Project-Specific Workforce Monthly Report (HRD Form 00485.02)**
2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03)**

C. Bidder must submit the following documents through B2GNow or in paper format on a monthly basis if awarded the contract:

1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. This report must be submitted to the Director by the 15th of each month for the Contractor and each subcontractor. It will be utilized to report the Contractor's own workforce compliance data with regard to the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report is not contract specific; it is used to report on the utilization of women and minorities, by trade, company-wide. This report must be submitted to the Director by the 15th of each month. It will be utilized to report the Contractor's own workforce compliance data with regard to every contract (both privately and publicly funded) that the Contractor has in progress throughout the Kansas City Metropolitan Statistical Area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III. Submittal Required for Final Contract Payment.

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

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

A. A bidder is required to make good faith efforts to achieve the construction employment goals and ensure its subcontractors are making good faith efforts to achieve the construction employment goals. If a Bidder or its subcontractors will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a bidder must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. 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 it s 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 HRD 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 HRD 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 HRD or the Director's designee for the purpose of discussing the construction employment program, the bidder's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.

C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.

D. Oral representations are not binding on the City.

VIII. 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 HRD for good cause shown. To ensure compliance with the First Source Program, the contractor shall contact those persons at the Full Employment Council responsible for administering the program, which may be identified by visiting their website at www.feckc.org and clicking on the link for KCMO First Source Hiring Program. The contractor shall not hire any individual to provide construction services on a City construction contract unless the contractor has met the requirements of the First Source Program.

C. The contractor shall require that its subcontractors utilize the First Source Program to the same extent that the contractor is required to do so, and shall incorporate the requirements of this Section IX into every subcontract. Every subcontractor shall be required to contact the Full Employment Council within 48 hours of subcontract award, regardless of whether the subcontractor has any hiring needs at that time, and within 48 hours following any job vacancy which the subcontractor reasonably anticipates filling during the term of their subcontract on a City construction project.

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

Water Main Replacement in the Area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace (Department Project) Water Services 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 goals are **10% MBE** and **6% WBE.** 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

3. 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)***

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

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

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

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

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

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE $ / TOTAL MBE %: $_____ _____%

_____

WBE FIRMS:

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

TOTAL WBE $ / TOTAL WBE %: $_____ _____%

_____

*"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 HRD Forms and Instructions for allowable credit and special instructions for suppliers.

5. 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

LETTER OF INTENT TO SUBCONTRACT

Select one:

Original LOI: ◉

Updated LOI: ○

Project Name/Title _____

Project Location/Number _____

PART I: Prime Contractor_____ agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor _____ 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.]

_____

_____

_____

for an estimated amount of $_____ (or _____% 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/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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: Please complete fields below, print, sign/notarize and submit.

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

PRIME CONTRACTOR BUSINESS NAME: _____

_____ _____
Signature: Prime Contractor Print Name

_____ _____
Title Date

State of)

County of)

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

Subscribed and sworn to before me, a notary public, on this day of _____ , 20____

My Commission Expires: _____ _____
Notary Public

STAMP:

MWDBE SUBCONTRACTOR BUSINESS NAME: _____

_____ _____
Signature: Subcontractor Print Name

_____ _____
Title Date

State of)

County of)

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

Subscribed and sworn to before me, a notary public, on this day of _____ , 20____

My Commission Expires: _____ _____
Notary Public

STAMP:

TIMETABLE FOR MBE/WBE UTILIZATION

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

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

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

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___

Other _____ (Specify)

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

PLEASE NOTE: Any changes in this timetable require approval of the Human Relations Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Department of Human Relations at: (816) 513-1818**.**

_____
(Signature)

_____
(Position with Firm)

_____
(Date)

REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____
ADDRESS: _____
PROJECT NUMBER OR TITLE: 80002042_____
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

   for the MBE/WBE firm _____ which is currently
   (Name of old firm)
   listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to

   perform the following scope of work: _____.
   (Scope of work of old firm)

   b. ____A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

   _____ % MBE_____% WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

   TO

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

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

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

___The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

___The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

___The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

___Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

___The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

___Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

_____
_____
_____
_____
_____
_____
_____
_____
_____

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

Dated:_____ _____
(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

HRD MONTHLY REPORTING INSTRUCTIONS

M/WBE Monthly Utilization Report Instructions

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

Prevailing Wage Certified Payroll Report Instructions

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

Workforce Monthly Report Instructions

1. Workforce Monthly Reporting only applies to Construction Contracts greater than $300,000 and greater than 800 projected labor hours.

2. The City will utilize a web based Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Subcontractors to enter data and report on Workforce compliance.

CITY OF KANSAS CITY, MISSOURI
Human Relations Department
M/WBE MONTHLY UTILIZATION REPORT

Report Date:	**Project Name:**		**City Project Number:**					
Project Address:			**Contract Award Date:**				**City Vendor ID:**	
General Contractor (GC):			**City Contract Number:**				**City Department Name**	
Contact Person/Phone:			**General Contract Amount:** $		**Total Amount Paid By City To Date:** $			
General Contractor Address:			**Contract Goals:**		_____% DBE _____% MBE _____% WBE			
Email Address:			**Total Contract Days:**				**Completion Date:**	
MBE/DBE Subcontractor	**Date of Certification**	**Date of Subcontract**	**Subcontract Amount**	**% of Total Contract**	**Estimated Start date**	**Amount Paid This Period**	**Amount Paid To Date**	**% of Contract Paid to Date**
WBE/DBE Subcontractor								
Totals								

Contractor should 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
FAX: 816-513-1805

Narrative:

Report Submitted By: _____ **Date** _____

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 advised to consider the effect of any Change Order or amendment, and to submit a Request for Modification/Substitution if appropriate.

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 ☐	Subcontractor Report ☐
E-mail Address:				Final Cumulative Report:	☐ Yes ☐ 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.

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

Report Submitted By: _____

Date: _____

Workforce Monthly Report Forms only apply to Construction Contracts greater than $324,000.01 with greater than 800 projected labor hours.

Workforce Monthly Report Instructions

(Instructions for Forms: 00485.02 Project Workforce Monthly Report 020408 and 00485.03 Company Wide Workforce Monthly Report 020408)

1. Report Date: Insert the date the report was completed.
2. Reporting Period: Insert the reporting month for hours performed.
3. Project Description: Insert the description/type of the project.
4. Project Name: Insert the name of the project for which the report is submitted.
5. Contractor: Insert the name of the Contractor.
6. Contract Award Date: Insert the date the Contract was awarded.
7. City Project Number: Insert the Project number assigned by the City.
8. Contractor Address: Insert the Contractor's address.
9. City Contract Number: Insert the City contract number.
10. City Vender ID: Insert the General Contractor's City Vender ID number.
11. Project Address: Insert the project street address or location.
12. Contact Person/Phone: Insert the name and phone number of the Contractor's contact person for the project.
13. Contractor Report / Subcontractor Report: Please check the box to indicate whether this is the contractor's report or subcontractors' summary report.
14. Email Address: Insert the contact person's email address.
15. Final Cumulative Report/Request for Retainage: Click box to mark whether report is final.
16. Job Categories: Select the appropriate Job Category for the worker.
17. Overall Total:* Insert the total number of labor hours per trade (do not include resident hours in this total).
18. Monthly Total Hours:* Insert the sum of all columns, A through G, male, female and residents for the month.
19. Total Percentages of Monthly Hours:* Insert the total percentages of hours by race, gender and Kansas City, Mo resident for the month.
20. Cumulative Total Hours: Insert the total number of hours in each category plus the previous months' cumulative total hours through the duration of the project.
21. Total Percent of Cumulative Hours:* Insert the total percent of hours worked for the project as a whole in each category.

Notes

Note #1: Complete two Monthly Project Reports per project. Do not list more than one project on one report.

a) One Workforce Monthly Project Report should list all data for the Contractor.
b) A separate Monthly Project Report should list all data consolidated for the subcontractors on the project.

Note #2: Contractors are required to submit four workforce forms required per month - (see instructions for Company-Wide Report for additional 2 forms:

a.) Contractors Monthly *Project* Report (Form No.: 00485.02);
b.) Subcontractors' Monthly *Project* Report (Form No.: 00485.02);
c.) Contractor's Monthly *Company Wide* Workforce Report (Form No.: 00485.03); and
d.) Subcontractors' Monthly *Company Wide* Workforce Report (Form No.: 00485.03).

Note #3: The last Workforce Monthly Project Reports and Workforce Monthly Company-Wide Reports will also serve as the final report. The "Yes" box should be checked in the Final Cumulative Report cell.

* Self Calculating Cell

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 ☐	Subcontractor Report ☐
E-mail Address:		Have you hired any new construction workers this month?	☐ Yes ☐ No #:	Final Cumulative Report:	☐ Yes ☐ No

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

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

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

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

Report Submitted By: _____

Date: _____

City of Kansas City, Missouri
Human Relations Department
Construction Contractor Employee Identification Report

Company Name: _____ **Prime's Name:** _____

Company Address: _____ **KCMO Project Name:** _____

Company City, State, Zip: _____ **KCMO Project Number:** _____

Name of Person Completing Report: _____ **Today's Date:** _____

Phone Number: _____

Email: _____ **City Department:** _____

Instructions:

1) Each applicable Prime Contractors **must complete this form for its company within 48 hours of bid opening**
2) The Human Relations Department strongly recommends usage of the electronic version of this form. This form may be obtained by visiting www.kcmo.gov website. The website is enabled with a "search" function on the Home page in the center titled "What are you looking for?". Type in the "What are you looking for?" field *Contract Central*. Click on the link to Standard City Contract Forms. Scroll down to *Construction Contractor Employee Identification Report* and click the link to open this document. Complete the fields in the Employee section; the *Official Use Only* section will automatically populate. **NOTE: This form can be printed and attached to other required Bid documents.**
3) All subcontractors shall be required to complete this form and submit to the Prime Contractor. For each subcontractor, the Prime must submit this form to City at least at least (10) days prior to the date the subcontractor shall commence work under a city construction contract.
4) Complete this form if you are the Prime contractor on a City construction project estimated over **$300,000 & over 800 man hours.**
5) Complete this form with data from your **current construction workforce** (no office personnel).
6) Prime contractor is responsible to ensure subcontractor completes this form as required in #3 above.

Official Use Only

Females	*KCMO Resident*	
African American	*0*	*0*
Asian/Pacific Islander American	*0*	*0*
Caucasian American	*0*	*0*
Hispanic/Latino American	*0*	*0*
Native American	*0*	*0*
Other	*0*	*0*
	0	*0*

Males		*KCMO Resident*
African American	######	*0*
Asian/Pacific Islander American	######	*0*
Caucasian American	######	*0*
Hispanic/Latino American	######	*0*
Native American	######	*0*
Other	######	*0*
	######	*0*

Number of KCMO Residents	*0*
Number of Journeyman	*0*
Number of Apprentice	*0*

	Journeyman	*Apprentice*
Foreman/Supervisor	*0*	*--*
Asbestos Worker	*0*	*0*
Boilermaker	*0*	*0*
Bricklayer	*0*	*0*
Carpenter	*0*	*0*
Cement Mason	*0*	*0*
Electrician	*0*	*0*
Elevator Constructor	*0*	*0*
Glazier	*0*	*0*
Iron Worker	*0*	*0*
Laborer	*0*	*0*
	0	0

	Journeyman	*Apprentice*
Operating Engineer	*0*	*0*
Painter	*0*	*0*
Pipe Fitter/Plumber	*0*	*0*
Plasterer	*0*	*0*
Roofer	*0*	*0*
Sheet Metal	*0*	*0*
Sprinkler Fitter	*0*	*0*
Truck Driver	*0*	*0*
Welder	*0*	*0*
Other	*0*	*--*
	0	*0*

Company Name: 0 KCMO Project Name: 0 KCMO Project Number: 0

	Name		Job Title (*use drop down menu*)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
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Company Name: 0 KCMO Project Name: 0 KCMO Project Number: 0

	Name		Job Title (*use drop down menu*)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
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Company Name: 0 KCMO Project Name: 0 KCMO Project Number: 0

	Name		Job Title (*use drop down menu*)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First								
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AFFIDAVIT OF TRAINING PROGRAM

This form must be submitted with 48 hours of Bid Opening

Bidder _____

Project Title and Number _____

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 above ("Bidder") and I make this affidavit on behalf of Bidder.
2. Bidder certifies that it presently participates in a training program that facilitates entry into the construction industry and which may include an on-the-job or in-house training program, further described as follows:

_____

_____

_____

_____

_____

_____(attach additional pages, if necessary)

3. If requested by the City, Bidder agrees to provide City further documentation of, or other information about, this training program within 48 hours of the request.
4. Bidder acknowledges that failure to submit this form to the City within 48 hours of the Bid Opening will automatically render its bid non-responsive.

I am authorized to make this Affidavit on behalf of the Bidder named below as:

_____ of _____
(Title) (Name of Bidder)

Dated: _____ By: _____
(Affiant)

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

My Commission Expires: _____ _____
Notary Public

Pre Contract Bidder's Certification

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

STATE OF)
) SS
COUNTY OF)

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

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

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

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

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

1. _____
2. _____
3. _____

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

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

_____
(Bidder's Name) (Date)

Signature of Person Making This Affidavit

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

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CONTRACT REQUIRED SUBMISSIONS

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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:

Reset Form Print Form

Form **5060**

Missouri Department of Revenue
Project Exemption Certificate

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

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)
	___ ___ / ___ ___ / ___ ___ ___ ___		___ ___ / ___ ___ / ___ ___ ___ ___
Description of Project			
Project Location			Certificate Expiration Date (MM/DD/YYYY)
			___ ___ / ___ ___ / ___ ___ ___ ___

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

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		___ ___ / ___ ___ / ___ ___ ___ ___

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)
		___ ___ / ___ ___ / ___ ___ ___ ___

Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code

Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)
		___ ___ / ___ ___ / ___ ___ ___ ___

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

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

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

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

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

Missouri Tax ID Number: 12490466

Effective Date: 07/11/2002

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

(DI6030)

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

PERFORMANCE AND MAINTENANCE BOND

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

CONTRACTOR
Name, address and facsimile number of Contractor

_____
_____
_____
_____

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY
Name, address and facsimile number of Surety:

_____
_____
_____
_____

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

By:_____
Title:_____
Date:_____

(Attach seal and Power of Attorney)

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

PAYMENT BOND

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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

WHEREAS, CONTRACTOR has entered into a contract with OWNER for Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace, 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	CONTACT NAME:
AGENT NAME AND ADDRESS	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : ABC INSURANCE COMPANY
INSURED	INSURER B :
CONTRACTOR NAME AND ADDRESS	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ☑ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	Current	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☑ **UMBRELLA LIAB** ☑ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE DED ☑ RETENTION $ 10,000	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	POLICY NUMBER	1/1/2011	Current	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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	

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

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

CERTIFICATE HOLDER

City of Kansas City, Missouri

_____ [Department]

_____ [Address]

Kansas City, MO _____ [Zip]

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AUTHORIZATION TO RELEASE
A
REVENUE CLEARANCE LETTER

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

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

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

Address: _____

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

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

NAME *(PRINT)*	**BUSINESS NAME**	**TITLE**

ADDRESS	**CITY, STATE, ZIP CODE**

PHONE NUMBER	**FAX NUMBER**	**E-MAIL ADDRESS**

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

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

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

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

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

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

NAME *(PRINT)*	**TITLE** *(IF APPLICABLE)*	
SIGNATURE	**PHONE NUMBER**	**DATE**

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL

Date

Telephone
Fax

Company Name ; With D.B.A. Name
Address
City, State, Zip

Tax payer ID: Nine digit ID Number

Attn: _____

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

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

Commissioner of Revenue

By:_____
Signature

Representatives Name and Title

IMPORTANT INFORMATION:

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.

If you are working on or have a contract with the City of Kansas City, Missouri, a copy of this clearance letter will need to be provided to the contracting department, In accordance with Manual of Instruction 4-1, Article VII, Section B, for City contractors and subcontractors, the clearance letter must be dated not more than sixty (60) days: (1) before a bidder is provided written notice of intent to contract by the City, (2) before a subcontractor begins work, (3) before the filing of an application for final payment to a contractor, and (4) before the date of a contractor's final payment to a subcontractor.

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

GENERAL CONDITIONS
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ARTICLE 1 DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Day– Shall constitute a Calendar Day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. PCBs- Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02 Terminology

A. Intent of Certain Terms or Adjectives

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

B. Defective

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

C. Furnish, Install, Perform, Provide

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

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

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

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

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

ARTICLE 2 PRELIMINARY MATTERS

2.01 Delivery of Bonds

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

2.02 Evidence of Insurance

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

2.03 Copies of Documents

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

2.04 Commencement of Contract Times; Notice to Proceed

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

2.05 Starting the Work

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

2.06 Before Starting Construction

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

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

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

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

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

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

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

2.07 Acceptable Schedules

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

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

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

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

ARTICLE 3 CONTRACT DOCUMENTS : INTENT, AMENDING, REUSE

3.01 Intent

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

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

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

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

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

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

3.02 Reference to Standards and Specifications of Technical Societies

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

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

3.03 Reporting and Resolving Discrepancies

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

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

1. the provisions of any standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the performance of the Work.

3.04 Amending and Supplementing Contract Documents

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

1. a Written Amendment or

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

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

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

2. DESIGN PROFESSIONAL's written interpretation or clarification (pursuant to Paragraph 9.03).

3.05 Reuse of Documents

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

1. shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of DESIGN PROFESSIONAL or Consultant, and

2. shall not reuse any of such Drawings, Specifications, other documents or copies thereof on extensions of the Project or any other project without written consent of CITY, and of DESIGN PROFESSIONAL or Consultant, as applicable, and specific written verification or adaptation by DESIGN PROFESSIONAL or Consultant.

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

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

4.01 Availability of Lands

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

4.02 Subsurface and Physical Conditions

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

1. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by DESIGN PROFESSIONAL in preparing the Contract Documents; and

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

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

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

3. any CONTRACTOR interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions or information.

4.03 Differing Subsurface or Physical Conditions

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

1. is of such a nature as to establish that any technical data on which CONTRACTOR is entitled to rely as provided in Paragraphs 4.02 A and 4.02 B is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17), notify CITY and DESIGN PROFESSIONAL in writing about such condition(s). CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

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

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

1. the condition must meet any one or more of the categories described in Paragraphs 4.03 A.1 through 4.03 A.4, inclusive;

2. a change in the Contract Documents pursuant to Paragraph 4.03 C will not be an automatic authorization of, nor a condition precedent to, entitlement to any such adjustments;

3. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.06 and 11.04; and

4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if;

a. CONTRACTOR knew, or by the exercise of ordinary care could have known, of such conditions at the time CONTRACTOR made a final commitment to CITY with respect to Contract Price and Contract Times by the submission of a Bid; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice as required by Paragraph 4.03 A.

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

4.04. Physical Conditions – Underground Facilities

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

1. CITY and DESIGN PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and

2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities during construction, and

d. the safety and protection of all such Underground Facilities as provided in Paragraph 6.14 and repairing any damage thereto resulting from the Work.

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

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

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

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

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

1. a change in the Contract documents pursuant to Paragraph 4.04 D will not be an automatic authorization of, nor a condition precedent to, entitlement to any such adjustments;

2. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.06 and 11.04; and

3. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if;

a. CONTRACTOR knew, or by the exercise of ordinary care could have known, of the existence of the Underground Facility at the time CONTRACTOR made a final commitment to CITY with respect to Contract Price and Contract Times by the submission of a Bid; or

b. the existence of the Underground Facility could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice as required by Paragraph 4.04 B.

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

4.05 Reference Points

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

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

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

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

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

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions or information.

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

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

1. secure or otherwise isolate such condition;

2. stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6. 15); and

3. notify CITY and DESIGN PROFESSIONAL (and promptly thereafter confirm such notice in writing). CITY shall promptly consult with DESIGN PROFESSIONAL concerning the necessity for CITY to retain a qualified expert to evaluate such condition or take corrective action, if any.

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

1. specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or

2. specifying any special conditions under which such Work may be resumed safely. If CITY and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price pursuant to Article 11and/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 11and/or Contract Times pursuant to Article 12 as a result of deleting such portion of the Work, then a Claim may be made therefore as provided in Article 16. CITY may have such deleted portion of the Work performed by CITY's own forces or others in accordance with Article 7.

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

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

ARTICLE 5 BONDS AND INSURANCE

5.01 Performance, Payment and Other Bonds

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

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

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

5.02 Licensed Sureties and Insurers

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

5.03 Certificates of Insurance

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

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

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

5.04 CONTRACTOR's Liability Insurance

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

1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by customary personal injury liability coverage;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefore; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

1. with respect to insurance required by Paragraphs 5.04 A.3 through 5.04 A.5 inclusive, include as additional insureds (subject to any customary exclusion for professional liability) CITY, DESIGN PROFESSIONAL, Consultants and any other individuals or entities identified in the Supplementary Conditions to be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in Paragraph 5.04 C or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations;

5. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with Paragraphs 13.06 and 13.07;

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

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

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

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

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

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

Workers' Compensation: Statutory

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

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

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

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

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

$2,000,000 general aggregate.

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

5.05 CITY's Liability Insurance

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

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

5.06 Property Insurance

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

1. include the interests of CITY, CONTRACTOR, Subcontractors, and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, tornado, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage, damage caused by frost and freezing, and acts of God;

3. be maintained in effect until final payment is made unless otherwise agreed to in writing by CITY with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

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

5.07 Waiver of Rights

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

5.08 Receipt and Application of Insurance Proceeds

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

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

5.09 Partial Utilization – Property Insurance

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

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.01 Indemnification

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

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

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

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

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

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

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

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

6.02 Supervision and Superintendence

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

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

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

6.03 Services, Working Hours, Labor, Materials and Equipment

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

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

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

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

6.04 Progress Schedule

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

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

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

a. a concise statement of the outlook for meeting project schedule dates and the reasons for any change in outlook from the previous report;

b. a review of any significant technical problems encountered during the month;

c. an explanation of any corrective action taken or proposed; and

d. a summary of any Claims anticipated by CONTRACTOR with respect to the Work, including the anticipated costs and schedule impacts of any such Claims.

6.05 Recovery Schedules

A. If the CONTRACTOR should:

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

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

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

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

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

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

1. A critical path method diagram showing revised and affected activities or Milestones.

2. An activity report for all revised and affected activities or Milestones.

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

6.06 Substitutes and "Or-Equal" Items

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

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

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

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

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

b. Bidder certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

6.07 Concerning Subcontractors, Suppliers and Others

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Affirmative Action. If the Contract Price exceeds $300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code.

CONTRACTOR shall:

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

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

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

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

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

H. **Records.**

1. For purposes of this section:

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

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

2. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all records upon ten (10) days written notice from the City.

I. **Prevailing Wage.**

1. CONTRACTOR shall comply and require its Subcontractors to comply with;

a. sections 290.210 to 290.340, RSMO the State of Missouri Prevailing Wage Law (the “Law”); and

b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); and

c. the Annual Wage Order (Wage Order) issued by the State of Missouri’s Department of Labor and Industrial Relations; and

d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

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

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

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

5. CONTRACTOR shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. **Guidelines for Open Excavations**.

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

2. CONTRACTOR shall protect and secure all excavations in roadways in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices. CONTRACTOR shall protect and secure all unsupervised excavations not within roadways, either by covering or fencing.

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

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

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

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

Q. **OSHA 10-Hour Training Requirement**. CONTRACTOR and any subcontractor working under this Contract shall require every employee on the Site to complete a ten-hour construction safety program which meets the requirements of Section 292.675, RSMo, except for those employees who shall have previously completed the required program and hold documentation to that effect. CONTRACTOR shall remove or require the removal of any

person from the Site who is subject to this requirement and who does not complete or is unable to produce documentation of their successful completion of the required program within the time limitations prescribed by Section 292.675, RSMo. CONTRACTOR shall forfeit the sum of two thousand five hundred dollars ($2,500.00), in addition to one hundred dollars ($100.00) per employee each calendar day, or portion thereof, the employee(s) shall continue to be employed without having completed the required program within the time limitations prescribed by Section 292.675, RSMo. CITY shall be entitled to withhold and retain any amounts due and owing hereunder when making payment to CONTRACTOR.

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

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.

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 a 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, expediters, 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 Human Relations Department.

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

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

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

B. Review of Applications

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

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

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

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

a. the Work has progressed to the point indicated;

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

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

3. DESIGN PROFESSIONAL's recommendation of any payment, including final payment, shall not mean that DESIGN PROFESSIONAL is responsible for CONTRACTOR's means, methods, techniques, sequence or procedures of construction, safety precautions and programs incident thereto, or any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of Work.

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

a. the Work is defective, or completed Work has been damaged requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. CITY has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. DESIGN PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.

C. Reduction in Payment

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

a. Claims have been made by third parties against CITY on account of CONTRACTOR's performance or furnishing of the Work; or

b. Claims have been made by CITY against CONTRACTOR in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to CITY to secure the satisfaction and discharge of such Claims;

c. there are other items entitling CITY to a set-off against the amount recommended; or

d. CITY has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02 B.4.a through c or 15.02 A.1 through 4; but CITY must give CONTRACTOR written notice (with a copy to DESIGN PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by CITY and CONTRACTOR, when CONTRACTOR corrects to CITY's satisfaction the reasons for such action; or

e. CITY has made a different determination of the actual quantities and classifications of Unit Price Work.

14.03 CONTRACTOR's Warranty of Title

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

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify CITY and DESIGN PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that CITY issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, together with CONTRACTOR and DESIGN PROFESSIONAL, shall make an inspection of the Work to determine the status of completion. If DESIGN PROFESSIONAL does not consider the Work substantially complete, DESIGN PROFESSIONAL will notify CONTRACTOR and CITY in writing giving the reasons therefore. If DESIGN PROFESSIONAL considers the Work substantially complete, DESIGN PROFESSIONAL will prepare and deliver to CITY a recommended certificate of Substantial Completion that shall establish the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven (7) days after receipt of the recommended certificate during which to make written objection to DESIGN PROFESSIONAL as to any provisions of the certificate or attached list. At the time of delivery of the recommended certificate of Substantial Completion, DESIGN PROFESSIONAL will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, protection of the Work, maintenance, heat, utilities, insurance and warranties and guarantees.

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

14.05 Partial Utilization

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

1. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to CITY and DESIGN PROFESSIONAL that such part of the Work is substantially complete and request CITY to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and DESIGN PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request CITY to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, together with CONTRACTOR and DESIGN PROFESSIONAL,

shall make an inspection of that part of the Work to determine its status of completion. If DESIGN PROFESSIONAL does not consider that part of the Work to be substantially complete, DESIGN PROFESSIONAL will notify CITY and CONTRACTOR in writing, giving the reasons therefore. If DESIGN PROFESSIONAL considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 Final Inspection

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

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has completed all corrections required by Paragraph 14.06 to the satisfaction of DESIGN PROFESSIONAL and CITY's Representative and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by Paragraph 5.04, certificates of inspection, marked-up record documents (as provided in Paragraph 6.13) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

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

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

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

B. Review of Application and Acceptance

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

2. Otherwise, DESIGN PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application to DESIGN PROFESSIONAL. After the presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, including applicable federal and state prevailing wage provisions, and with DESIGN PROFESSIONAL's

recommendation and notice of acceptability, the amount recommended by DESIGN PROFESSIONAL will become due and will be paid by CITY to CONTRACTOR in accordance with Laws and Regulations.

14.08 Final Completion Delayed

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

14.09 Waiver of Claims

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

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

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

14.10 Completion of Work by CITY

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

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.01 CITY May Suspend Work

A. Notwithstanding any other provision of this Contract, at any time and without cause, and at is 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.

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

SUPPLEMENTARY CONDITIONS

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the Area of N. Cherry Drive to N. Harrison Drive, NE 79TH Street to NE 102nd Terrace

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 one executed copy of the Project Manual including all Addenda.

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.

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, and 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 eleven (11) days prior to Bid date at the following address:

Water Services Department
4800 East 63rd Street
Kansas City, Missouri 64130
Attn: Jerry Stevens, 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 ten (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-6.07 B. Article 6, Paragraph 6.07, Concerning Subcontractors, Suppliers and Others, Subparagraph B is supplemented as follows:

The following Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) are to be submitted to CITY for acceptance, on or before the date stated.

SC-6.07 J Article 6, Paragraph 6.07, concerning Subcontractors, Suppliers and Others, is supplemented by adding Subparagraph J as follows:

CONTRACTOR shall perform with its own organization Work amounting to not less than 51% of the total Contract Price. “Its own organization” shall be construed to include only workers employed and paid by the CONTRACTOR and equipment owned or rented by the CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the CONTRACTOR.

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 – Clay Work Type: State – Heavy

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

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

SC-6.11. Article 6, Paragraph 6.11, Taxes, is amended by adding the following sentence to Subparagraph 6.11 B:

B. Tax Compliance. The following subparagraphs apply if the Contract is over $150,000.00.

SC-6.21 RESERVED

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

B. Starting and Completion

1. 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, and the Work shall be substantially complete, in accordance with Paragraph 14.04, within 200 Calendar Days thereafter. Once the Work starts, CONTRACTOR shall continuously pursue completion of the Work.

2. The Work shall be completed and ready for final payment in accordance with Paragraph 14.07 within 60 Calendar Days after the date of Substantial Completion of the Work.

C. Liquidated Damages

1. If the Work is not substantially completed, in accordance with Paragraph 14.04, within the period stated in Paragraph 12.01 B.1, CONTRACTOR shall pay to CITY the amount of Six Hundred Dollars ($ 600.00) as liquidated damages and not as a penalty for each Calendar Day until the Work is substantially complete. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.

2. If the Work is not completed and ready for final payment in accordance with Paragraph 14.07, within the period stated in Paragraph 12.01 B.2, CONTRACTOR shall pay to CITY the Amount of Three Hundred Dollars ($ 300) as liquidated damages and not as a penalty for each Calendar Day until the Work is completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.

C. Actual Damages.

If the Work is not completed within the Contract Times and, as a direct result, CITY incurs additional costs or loses revenues, then the amount of such additional costs and lost revenues, including but not limited to, costs for the completion, correction, replacement, or repair of the Work, lost rental income, costs of relocating tenants, costs of lease replacement or extension, any interest charges, fines or penalties imposed, and/or additional staff costs for administration, including legal costs, will be aggregated and assessed against CONTRACTOR. These and other such costs will compound and accrue until the completion of the Work and acceptance of the Work by CITY. CONTRACTOR shall pay actual damages to CITY in the amount of those additional costs and lost revenues.

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 process payments to CONTRACTOR on a monthly basis. Payments to CONTRACTOR will be made on the basis of ninety-five percent (95%) of the value of

the Work satisfactorily completed plus ninety-five percent (95%) of the value of properly stored and insured, unused materials on hand on the Site of the Work. CITY shall retain five percent (5%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due. All Work covered by a payment becomes CITY's property, provided that the Work paid for remains the sole responsibility of CONTRACTOR until all terms and conditions of the Contract have been met.

SC-14.05 Article 14, Paragraph 14.05, Partial Utilization is amended by adding the following new Subparagraph A.3. immediately following Subparagraph 14.05 A.2:

3. CITY at any time may make a written request to CONTRACTOR to permit CITY to take over operation of any part of the Work although it is not substantially complete. A copy of the request will be sent to DESIGN PROFESSIONAL, and within a reasonable time thereafter CITY, CONTRACTOR and DESIGN PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not make written objection to CITY and DESIGN PROFESSIONAL that such part of the Work is not ready for separate operation by CITY, DESIGN PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such lists to CITY and CONTRACTOR. DESIGN PROFESSIONAL will also make a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which recommendation will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed DESIGN PROFESSIONAL). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access

SECTION 00830

PREVAILING WAGE

1. Annual Wage Order No. 28
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. 28

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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$66.47
Boilermaker	*$31.11
Bricklayer	$57.60
Carpenter	$58.61
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$54.61
Plasterer	
Communications Technician	$57.45
Electrician (Inside Wireman)	$64.35
Electrician Outside Lineman	*$31.11
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*$31.11
Glazier	*$31.11
Ironworker	$64.99
Laborer	$47.78
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$53.02
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$56.59
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$49.49
Plumber	$71.48
Pipe Fitter	
Roofer	$56.47
Sheet Metal Worker	$69.52
Sprinkler Fitter	*$31.11
Truck Driver	*$31.11
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less 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.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$59.65
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*$31.11
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	**$48.30**
General Laborer	
Skilled Laborer	
Operating Engineer	$56.36
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$48.94
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 less 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.

Rules of
Department of Labor and Industrial Relations
Division 30—Division of Labor Standards
Chapter 3—Prevailing Wage Law Rules

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Title 8—DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
Division 30—Division of Labor Standards
Chapter 3—Prevailing Wage Law Rules

8 CSR 30-3.010 Applicable Wage Rates for Public Works Projects

PURPOSE: This rule sets forth applicable wage requirements relative to work performed by workers on public funded projects.

(1) All public bodies of Missouri, before advertising for bids or undertaking construction work, must obtain from the department an annual wage order which sets forth the applicable hourly rate of wages (the prevailing wage or the public works contracting minimum wage as provided in section 290.257) in the locality. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.

(2) Request for annual wage orders shall be initiated at least ten (10) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-3 for use in making a request. The form may be secured by writing Division of Labor Standards, PO Box 449, Jefferson City, MO 65102 or by visiting the following website: https://labor.mo.gov/sites/labor/files/pubs_forms/PW-3-AI.pdf.

(3) A project notification form PW-2 must be filed for each separate project by the public body, except the State Highways and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders.

(4) The annual wage order issued by the department contains the current applicable wage rates in the locality at the time the annual wage order is issued. Hours worked during the calendar year are used to set the prevailing wage rates in the annual wage order issued in March of the following year. The department will consider hours submitted for use in its initial determination of the prevailing wage rates to be included in a particular year's wage order only if those hours are received from a contractor, by either paper submission on a form provided by the department or in electronic format, no later than January 31 of that year. Handwritten submissions will not be accepted. For purposes of submitting reportable hours, the term "contractor" shall include a "subcontractor." The department will not include the following hours in the calculation of the annual wage order:

(A) Hours not readily identifiable as being submitted by a contractor;

(B) Hours worked by federally-registered apprentices or entry-level workers;

(C) Hours worked on residential construction projects.

(5) Section 290.262.8, RSMo, provides that the annual wage order for a particular occupational title may be altered once each year with an incremental increase. A public body shall specify in the call for bids for each contract the applicable hourly rate of wages in the locality for each type of worker as set forth in the annual wage order or any replacement page(s) identifying the annual incremental increase issued by the department for the prevailing hourly rate of wages. The wage rates attached to, and made a part of, the call for bids for a contract shall remain in effect for the duration of that particular contract.

(6) It should be understood by all interested parties that the certified applicable wage rates determined by the department are minimum wage rates. The contractor may not pay less than the applicable wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(7) Each month the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. Payroll records shall set out accurately and completely, for each individual, the following information which shall be specifically recorded by occupational title classification and type of worker (journeyman, entry-level worker, or federally-registered apprentice): name and address of each worker, rate of pay, daily and weekly number of hours worked, deduction made, and actual wages paid. The payroll records shall be available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

(8) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210–290.580, RSMo, is discovered by the inspecting public body, it is their duty under section 290.250, RSMo, to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at PO Box 449, Jefferson City, MO 65102 or by telephone or electronically.

AUTHORITY: section 290.240.2, RSMo Supp. 2018. Original rule filed Dec. 18, 1975, effective Dec. 28, 1975. Amended: Filed July 24, 1984, effective Nov. 11, 1984. Amended: Filed Aug. 24, 1990, effective April 29, 1991. Emergency amendment filed Sept. 15, 1994, effective Sept. 25, 1994, expired Jan. 13, 1995. Emergency amendment filed Dec. 9, 1994, effective Jan. 14, 1995, expired May 13, 1995. Emergency amendment filed May 1, 1995, effective May 14, 1995, expired Sept. 10, 1995. Amended: Filed May 1, 1995, effective Aug. 30, 1995. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Amended: Filed March 27, 2000, effective Oct. 30, 2000. Amended: Filed Nov. 9, 2000, effective May 30, 2001. Emergency amendment filed Nov. 10, 2015, effective Nov. 20, 2015, expired May 17, 2016. Amended: Filed Nov. 10, 2015, effective April 30, 2016. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

***Woodman Engineering Company v. Butler,** 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.*

City of Joplin v. Industrial Commission of Missouri, 329 SW2d 687 (Mo. En Banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

8 CSR 30-3.020 Definitions

PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of annual and general wage orders under the Prevailing Wage Law, sections 290.210–290.580, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards and the like, are part of the site of the building or construction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant and the like, to the public works project raises a rebuttable presumption that the facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards and the like, of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent, previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

AUTHORITY: section 290.240, RSMo 1994. Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996.*

**Original authority: 290.240, RSMo 1957, amended 1959.*

8 CSR 30-3.030 Apprentices and Entry-Level Workers

PURPOSE: This rule sets forth the requirements for the payment of wages to apprentices and entry-level workers employed on public works subject to the Prevailing Wage Law.

PUBLISHER'S NOTE: The secretary of state has determined that the publication of the entire text of the material which is incorporated by reference as a portion of this rule would be unduly cumbersome or expensive. This material as incorporated by reference in this rule shall be maintained by the agency at its headquarters and shall be made available to the public for inspection and copying at no more than the actual cost of reproduction. This note applies only to the reference material. The entire text of the rule is printed here.

(1) Journeymen's rate of pay shall be paid to all workers employed on public works construction except entry-level workers or apprentices registered and participating in apprentice programs registered with the United States Department of Labor, Employment and Training Administration; and apprentices registered and participating in programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs. Such workers shall be paid not less than fifty percent (50%) of the applicable wage rate for a journeyman worker under the appropriate occupational title for a specific locality. In calculating the applicable wage rate for a journeyman worker, fringe benefits shall be included.

(2) As set forth in section 290.235, "on-the-job training workers" are defined as follows:

(A) "Federally-registered apprentices" – Workers participating in programs administered by the United States Department of Labor and subject to their specific requirements (*See 29 U.S.C. section 50 and 29 C.F.R. 29)* and workers participating in programs administered by the United States Department of Transportation and subject to their specific requirements. (*See 23 U.S.C. section 113 and 23 C.F.R. 230);* and

(B) "Entry-level workers"—Any worker who is not a journeyman and who is not otherwise enrolled in a federally-registered apprenticeship program but is participating in an on-the-job training program provided by the contractor for whom they perform work on a public construction project.

(3) Workers employed on federal-aid highway construction projects may be paid at an apprentice rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 U.S.C. 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

AUTHORITY: section 290.240, RSMo Supp. 2018. Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended:*

Filed Nov. 21, 2018, effective July 30, 2019.

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

8 CSR 30-3.040 Classifications of Construction Work

PURPOSE: The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.

(1) All public works construction, for which the prevailing hourly rate of wages or the public works contracting minimum wage of workers are to be determined, shall be classified as either—

(A) Building construction; or

(B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment or recreation, or for protection of people or equipment;

(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;

(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;

(D) Entire buildings that are built aboveground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;

(E) Excavation for the building itself, including backfilling inside and outside the building;

(F) Storm and sanitary sewers inside the building and to the curb line;

(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;

(H) Sidewalks other than those that are poured in connection with a street or road project;

(I) Driveways that are built to serve a building;

(J) Parking lots connected to a building and all structures built as parking facilities;

(K) Retaining walls built in conjunction with a building project;

(L) Demolition of a building(s) as part of the site preparation for new building construction;

(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and

(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:

(A) Work in connection with roads, streets, parkways, alleys and highways including, but not limited to, grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;

(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;

(C) Work in connection with underground construction on tunnels and shafts;

(D) Railroad work in its entirety, including elevated railroads;

(E) Main and side sewers;

(F) Work in connection with airports, such as runways, roads, and streets, but excluding that which is listed as building construction;

(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;

(H) Sidewalks when poured incidental to a street or road project;

(I) Parking lots not incidental to a building construction project; and

(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

AUTHORITY: section 290.240, RSMo Supp. 2018. Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

8 CSR 30-3.050 Posting of Prevailing Wage Rates

PURPOSE: This rule sets forth the requirements for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.

(1) Contractors and subcontractors engaged in public works projects shall post the applicable hourly rate of wages (the prevailing wage or the public works contracting minimum wage as provided in section 290.257, excluding rates on projects for which the engineer's estimate or the bid accepted by the public body for the total project cost is less than seventy-five thousand dollars ($75,000)) in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines, and the like, a contractor/subcontractor may post the applicable hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Applicable hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

AUTHORITY: section 290.240, RSMo Supp. 2018. Original rule filed Aug. 24, 1990, effective April 29, 1991. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

8 CSR 30-3.060 Occupational Titles of Work Descriptions

PURPOSE: The Department of Labor and Industrial Relations is required to determine the prevailing hourly rate of wages to be paid to each worker engaged in construction on a public works project, relative to the type of work performed by each worker. This rule describes by occupational title the type of work performed in the construction of a public works project in Missouri and sets forth the procedures to be followed in identifying each occupational title utilized on a public works project.

(1) Each occupational title defines by name the type of work performed in the construction of a public works project. The description of work designated for a particular occupational title is not intended to be jurisdictional in scope or nature, and is not to be construed as limiting or prohibiting workers from engaging in construction work falling within

several occupational titles.

(2) Each occupational title of work description shall be based upon the particular nature of the work performed, with consideration given to those trades, occupations or work generally considered within the construction industry as constituting a distinct classification of work. In determining occupational titles and scope of work definitions, the department shall consider the following:

(A) Collective bargaining agreements;

(B) *Dictionary of Occupational Titles*, as published by the United States Department of Labor; and

(C) Opinions of experts from organized labor and the opinions of contractors and contractor associations as they relate to the custom and usage applicable to the construction industry in Missouri.

(3) Interested parties who wish to submit wage information to be used in establishing the prevailing hourly rate of wages for a particular class or type of work are required to identify the work according to the applicable occupational title of work description set forth in this rule. Hours of work reported by a contractor or subcontractor to the department shall not be used to establish the prevailing hourly rate of wages if the party submitting the hours of work fails to identify the work under one of the occupational titles included in section 290.257.

(4) Any question as to the proper classification of work should be resolved before the work in question is commenced. Interested parties are encouraged to contact the Prevailing Wage Section of the Division of Labor Standards for an interpretation of these rules and for a determination of the appropriate occupational title of work description, relative to the class or type of work to be performed.

(5) The occupational titles and work descriptions for each type or class of work contained herein are valid throughout the entire state of Missouri. Through an objection to a wage order, an interested party may assert that any given description of work, as stated within this rule, does not apply to a specific occupational title(s) and that a different work description should apply to that occupational title(s). The interested party shall have the burden of proving by a preponderance of the evidence the inapplicability of the description of work within that particular occupational title, but shall be afforded the opportunity to do so in a hearing on an objection to the wage order before the Labor and Industrial Relations Commission.

(6) Occupational titles of work descriptions may be obtained from the department by written request to the director of the Division of Labor Standards, PO Box 449, Jefferson City, MO 65102 or by visiting the following website: https://labor.mo.gov/DLS/PrevailingWage/pwContractors.

(7) The occupational titles of work descriptions set forth here are as follows:

(A) Asbestos Worker—Applies to workers who apply insulation materials to mechanical systems to reduce loss or absorption of heat, prevent moisture condensation, and to deaden sound and prevent vibration. The workers remove all insulation materials from mechanical systems unless the mechanical system is being scrapped. The work falling within this occupational title of work description includes:

1. The preparation, including the building of enclosures and hanging polyurethane, and physical distribution on the job site of asbestos, cork, plastic, magnesia or similar materials, or other materials used as a substitute, and used as thermal insulation. The manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, making, hanging, application, adjusting, alteration, repairing, dismantling, reconditioning, corrosion control, and testing of heat or frost insulation, such as asbestos, cork, mineral wall, infusorial earth, mercerized silk, flax, fiber, fire felt, asbestos paper, asbestos curtain, asbestos millboard, fibrous glass, foam glass, styrofoam, polyurethane, polystyrene, metals, plastics, fibrous matter, roving, and resins, and the erection of scaffolding up to fourteen feet (14'), working platform;

2. The covering, including encapsulation, of boilers, tanks, refrigeration units, evaporators, turbines, fittings, valves, ducts, flues, vats, equipment, hot and cold pipes, or any other hot or cold surfaces with the insulation materials listed in this rule, used for the purpose of thermal insulation, fire stoppage, fireproofing, radiator protection, sound deadeners, and the lagging (covering) on piping; and

3. The removal of all insulation materials from mechanical systems, unless the mechanical system is being scrapped, whether they contain asbestos or not (pipes, boilers, ducts, flues, breechings). All cleanup required in connection with this work, shall include the sealing, labeling, and dropping of scrap material into the appropriate containers. (After drop, final disposal is considered to be the class or type of work falling within the occupational title of work description for second semiskilled laborer.);

(B) Boilermaker—Applies to workers who assemble, erect, and repair boilers, tanks, vats, and pressure vessels according to blueprint specifications, using handtools, portable power tools, and equipment. The work falling within this occupational title of work description includes:

1. Locating and marking of reference points for columns on plates or foundations, using master straightedge, squares, transit, and measuring tape;

2. Using rigging or cranes to lift parts to specified positions;

3. Aligning structures or plate sections, using plumb bobs, levels, wedges, dogs, or turnbuckles;

4. Drilling, reaming, chipping, caulking, and grinding of structures and sections and bolting or welding them together;

5. Setting of drums and headers and installation of tubes;

6. Cleaning up as necessary in connection with this work; and

7. Riveting, acetylene burning, rigging, fitting-up, impact machine operating, unloading and handling of material and equipment where power equipment and rigging are required;

(C) Bricklayers—Applies to workers who prepare, lay, set, bed, point, patch, grout, caulk, cut, fit, plumb, align, level, anchor, bolt, or weld brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry. Also, the workers install expansion joint materials in brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry. The work falling within this occupational title of work description includes:

1. The unloading of brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry where power equipment and rigging are required;

2. The masonry paving and rip-rapping of all types, with or without mortar;

3. The reinforcing of masonry, including placing, tying, and setting of rods;

4. The application of insulation systems and materials, and air and/or vapor barrier systems and materials, by spray, trowel, roller, adhesive, or mechanically fastened in or to all masonry walls;

5. The caulking of abutting masonry openings in masonry walls, expansion joints, and false joints in all types of masonry;

6. The waterproofing of all types of masonry, which shall include installation and application of air and/or vapor barrier systems and materials by spray, trowel, roller, adhesive, or mechanically fastened; and

7. The cleaning, tuckpointing, sandblasting, steam cleaning, and Gunite work on all types of masonry;

(D) Carpenter (which shall include pile driver, millwright, lather, and linoleum layer)—Applies to workers who construct,

erect, install, and repair structures, structural members and fixtures made of wood, plywood, wallboard, and materials that take the place of wood, such as plastic, metals, composites, fiberglass, and Transit sheeting and Cemesto Board, using carpenter hand tools and power tools. The work falling within this occupational title of work description includes:

1. General Carpenter.

A. The layout of buildings or structures on the site or plot. The installation of aluminum expansion joints for buildings and bridge structure as well as concrete strike-off machines.

B. The making and setting of all concrete forms (except curb forms on heavy construction), including establishment of building lines or flow lines (box culverts, bridges) including footing forms. The making of all forms used in tilt-up construction. The layout, installation, and construction for wall forms and footing forms, all block-outs, wood or steel, layout, and installation of all embedded items.

C. The building and handling of scaffolds used by carpenters to work from. All scaffolding, constructed or assembled, fourteen feet six inches (14'6") and higher for normal or specialty use—regardless of purpose.

D. The building of rough wooden structures, such as concrete forms, scaffolds, wooden bridges, trestles, coffer dams, tunnel and sewer support, welding and burning.

E. The selection of specified type of lumber or other materials. Prepare layout, using rule, framing square, and calipers. Mark cutting and assembling lines on materials, using pencil, chalk, and marking gauge. Shape materials to prescribed measurements, using saws, chisels, and planes. Assemble, cut, and shape materials and fasten them together with nails, dowel pins, or glue. Erect framework for structures. Verify trueness of structure with plumb bob and carpenter's level. Apply decorative paneling to walls.

F. The installation of ladders, handrails, walkways, platforms, and gangways made of wood as well as shoring and lagging. Install doors and wood and metal windows and bucks, including hardware (bucks are rough frames in which finished frames are inserted) in building framework and brace them with boards nailed to framework. Install pallet racks and metal shelving. Install subflooring in buildings. Install insulation such as batt, board, safing, thermal, styrofoam, sound attenuation, fiberglass when the installation of the insulation material is not being applied as an integral part of the roofing system. Nail plaster grounds (wood or metal strips) to studding. Fit and nail sheathing on outer walls and roofs on buildings. Install beams and trusses of wood laminate.

G. The making, handling, and setting of all frames, sash, blinds, trim, and other fixtures (for example, cabinets, bookcases, and benches), when made of wood or any wood substitute. The handling and assembly of chairs, seats, bleachers, and benches and other furniture in theaters, halls, schools, and other places of assemblage on floors of any kind. Install protection screens, chalk boards, toilet partitions (plastic laminate, solid plastic). Caulking of fixtures and countertops including Corian tub and shower enclosures.

H. The installation of wood and metal studs and exterior panels.

I. The handling, cutting, sawing, fitting of drywall (sheetrock), and lead-lined drywall whether for walls, ceilings, floors, soffits, or any use, no matter how installed—nailed, screwed, glued, or otherwise (interior, exterior). Lead-lined drywall is used in X rays to avoid radiation exposure. Install corner guards and wooden and plastic column covers.

J. The handling and installation of acoustical and egg crate ceiling systems in its entirety (hanger wire, grid, molding, tile) whether vertically or horizontally installed.

K. The installation of all builders hardware, including door tracks of every description. The installation of all weather strips. The making, fitting, and hanging of fly screens for doors, windows, and other openings.

L. Installation of wood and hollow metal doors, rollup garage doors, overhead doors or rolling fire doors, automatic doors, channel iron door bucks, glass sliding, and bi-fold doors.

M. The installation of access flooring, computer floors, and raised or elevated floors. Install modular headwall units and laboratory casework and fume hoods;

2. Pile Driver—The work falling within the occupational title of work description for pile driver includes:

A. The handling, layout, driving, cutting, and splicing of wood, metal, or concrete piling regardless of purpose (for example, sheets, I-beams, pile caps, and welding to piling);

B. The assembly, disassembly, and rigging of the pile driving equipment; and

C. The conduct of underwater diving that is incidental to pile driving work;

3. Millwright—Applies to workers who design, build, or repair mills or mill machinery; hoist, dismantle, erect, assemble, line, and adjust all machines used in the transmission of power in buildings, factories or elsewhere; unload machines used in the transmission of power in buildings, factories, or elsewhere, where power equipment and rigging are required. The work falling within this occupational title of work description includes: the setting of all classes of engines, direct drive motors, dynamos, turbines, generators, and air compressors and pumps. The assembling, setting, and packing of all compressors and pumps. The placing of all pulleys, sheaves, and fly wheels on the listed equipment. The making and setting of all templates and bolts for all machinery requiring same. Drypacking for sole plates. Installation of truck and railroad scales. Installation of trash compactors. Installation of all types of conveyors. The cutting and threading of all bolts. The handling and operating of all acetylene and devices for heating, welding, and cutting when used in connection with millwright work;

4. Lather—Applies to workers who erect horizontal metal framework to which laths are fastened, using nails, bolts, studgun, or a combination of these, drills holes in floor and ceiling, and drives ends of wooden or metal studs into holes to provide anchor for furring or rockboard laths. The occupational title of lather applies to workers who nail, clip, or fasten, all types of wood, wire, and metal laths, plasterboard, wallboard, rockboard, gypsum, sheetrock, and acoustical materials which take the place of same to walls, ceilings, and partitions of buildings to provide supporting base for plaster, fireproofing, or acoustical material. The occupational title of work description for lather applies to workers who erect all metal plastering accessories which are covered or serve as ground, or both, guard, stock, or screed for plaster materials, including wire mesh. The work falling within the occupational title of work description includes:

A. The installing of carrying bars and purlins (pieces of horizontal timber), light iron, and metal furring (thin strips of wood or metal to create air space) of all descriptions, such as rods, channels, flat iron, T-bar, H-bar, and other ceiling bars or systems for the receipt of lath and board;

B. The wiring of plasterer channels to overhead structural framework to provide support for plaster or acoustical ceiling tile; and

C. The nailing of plaster grounds (wood or metal strips) to studding to provide a guide for those workers performing work falling within the occupational title of work description for plasterer;

5. Linoleum Layer—Applies to workers who measure, cut, sew, make-up and seam, tape, fit, lay, and install and seal and wax materials to be cemented, tacked, or otherwise applied to its base, wherever it may be. These materials may be used as shock-absorbing, sound-absorbing, or decorative coverings. With the exception of terrazzo,

magnesite, and latex built-up floors, the materials include oil cloth, matting, linen, carpet, synthetic turf, linoleum, vinyl, plastic, rubber, cork, mastic, asphalt, mastipave, tile, wood tile, interlocking and magnetic tile, chalk and bulletin board, nonslip or abrasive materials, resilient, decorative seamless surface coatings, monolithic coverings (monolithic shall mean all resilient seamless material such as epoxy, polyethylene, plastics and their derivatives, components and systems), and all other resilient coverings on floors, walls, counters, table tops, and ceilings. The work falling within the occupational title of work description includes:

A. The handling of materials at the point of installation;

B. The performing of all necessary preparation and finish work, such as sweeping, scraping, sanding, or chipping dirt and irregularities from base surfaces and filling cracks with putty, plaster, or cement grout to form smooth, clean foundations, drilling holes for sockets and pins;

C. The installing of underlayment, sanding and filling, fitting of metal edgings, metal corners, and caps and fitting devices for attachment of these materials;

D. The spreading of adhesive cement over floor to cement foundation material to the floor;

E. The laying of covering on cement; and

F. The rolling of finished floor to smooth it out and press cement into base and covering;

(E) Cement Mason (which shall include plasterer)—The work falling within this occupational title of work description includes:

1. Cement Mason - Applies to workers who perform work on concrete where finishing tools are used.

A. The setting of screeds, the rodding (buildings), shaping, smoothing, and finishing of the surfaces of freshly poured concrete floors, walls, sidewalks, curbs, steps, and stairways, the finishing of extruded barrier rails or any other concrete surface requiring finishing, using hand tools or power tools, including floats, trowels, screeds, and straightedge.

B. The removing of rough or defective spots from concrete surfaces, using grinder or chisel and hammer and patching holes with fresh concrete or epoxy compound preparatory to sacking.

C. The molding of expansion joints and edges, using edging tools, jointers, and straightedge.

D. The application of penetrating sealer and primer protective coatings to concrete floors and steps when part of the finishing process.

E. The installation of seamless composition floors and the installation and finishing of epoxy-based coatings or polyester-based linings to all surfaces, when the coatings or linings are applied by spraying or troweling.

F. The sandblasting or water blasting for architectural finish or preparatory to patching.

G. The cutting of joints with concrete saw for the control of cracks in buildings and sidewalks, driveways, and curbs and gutters contiguous to buildings.

H. The setting of concrete curb, gutter, and sidewalk forms one (1) board high up to twelve inches (12");

2. Plasterer – Applies to workers who apply gypsum, Portland cement, stucco, imitation stone, and kindred materials and products to interior walls, ceilings, and partitions and to exterior walls of buildings, and finish those materials and products.

A. The spreading of plaster over laths, masonry, or any other base, using trowel, and smoothing the plaster with darby and float for uniform thickness;

B. The application of the various manufacturers' brand names of thin coat or plaster veneer;

C. The application of all bonding agents and mastical;

D. The roughing of undercoat with wire or metal scraper to provide bond for succeeding coat of plaster;

E. The application of all malleable plastic materials and epoxy materials;

F. The setting in place of plasterboard, insulation board, styrofoam and beadboard, ground, locks, patent dots, cork plates, brownstone and acoustical tile, fiberglass reinforcement and finished products;

G. The plastering of joints, nail holes, and bruises on wallboard;

H. The grouting and filling of door bucks, runners, and similar installations, in conjunction with plastering operations;

I. The application of scratchcoat, browncoat, and finish coat of plaster to wood, metal or board laths successively to all ceilings and walls when finished with terrazzo or tile, and the application of any plastic material to same;

J. The fireproofing of all building assemblies with plaster materials, sprayed fiberglass or similar materials, whether applied to gypsum, metal lath, or directly;

K. The application of crushed stone, marble, or ceramic chips and broken glass where embedded in plaster, or similar materials;

L. The placing of acoustic blocks with any plastic material, regardless of thickness;

M. The placing, by any method, of plaster or composition caps and ornaments;

N. The creating of decorative textures in finish coat by marking surface of coat with brush and trowel or by spattering it with small stones (stucco) where plastering equipment or materials, or both, are used; and

O. The operation and control of all types of plastering machines, including power trowels and floats;

(F) Communications Technician—Applies to workers who install, inspect, repair, and service electronic and telecommunication systems. The work falling within the occupational title of Communication (Electronic/Telecommunication) Technician includes:

1. Installing, repairing, and servicing of radio, television, and recording systems and devices; systems for paging, intercommunication, public address, wired music, clocks, security and surveillance systems, and mobile radio systems; fire alarm and burglar alarm systems;

2. Wiring of low-voltage surface wiring and wiring in nonmetallic conduits and incidental shielded metallic conduit runs of no longer than ten feet (10') nor larger than one inch (1") when required in conjunction with the work listed in this rule;

3. Installing, repairing, servicing, or a combination of these, of the Main Distribution Frame (MDF) where the permanent outside lines entering a building terminate and where the subscriber's line multiple cabling and trunk multiple cabling originate. It is usually located on the ground floor of a building;

4. Installing, repairing, servicing, or a combination of these, of the Intermediate Distribution Frames (IDF), which provides flexibility in allocating the subscriber's number to the line unit or equipment in the office that is to be associated with the particular line. These frames are located on each floor of a building;

5. Installing, repairing, servicing, or a combination of these, of the subpanels (blocks). The subpanels are connecting devices where large feed cables terminate at the distribution frames;

6. Installing, repairing common equipment or key service unit, or a combination of these. This equipment consists of a backboard assembly and an equipment mounting frame, which are utilized for connecting external telephones;

7. Installing, repairing, servicing of the instruments, terminals, and sets, or a combination of these. This equipment is at either end of a circuit, or at a subscriber's or user's terminal;

8. Installing, repairing, servicing, or a combination of these, of the ancillary or add-on equipment such as bells, buzzers,

speakerphones, headsets, automatic dialers, recorders; and

9. Installing, repairing, servicing of the telephone cable, or a combination of these. Telephone cable includes: network channel service cable; riser cables between floors of a building; distribution cables installed on each floor of a building in the floor or the ceiling, and inside wires between the telephone and the connection to the distribution cable;

(G) Electrician—Applies to workers who are responsible for installation, assembly, construction, inspection, operation, and repair of all electrical work within the property lines of any given property (manufacturing plants, commercial buildings, schools, hospitals, power plants, parking lots). This scope of work shall begin at the secondary site of the transformer when the transformer is furnished by the local utility and the service conductors are installed underground. When service conductors are installed overhead in open air from wooden poles, this scope of work shall start immediately after the first point of attachment to the buildings or structures. The work falling within this occupational title of work description includes:

1. Planning and layout of electrical systems that provide power and lighting in all structures. This includes cathodic protection systems utilized to protect structural steel in buildings and parking structures;

2. All handling, moving, loading, and unloading of any electrical materials, materials used in association with an electrical system, electrical equipment, and electrical apparatus on the job site, whether by hand or where power equipment and rigging are required;

3. Welding, burning, brazing, bending, drilling, and shaping of all copper, silver, aluminum, angle iron, and brackets to be used in connection with the installation and erection of electrical wiring and equipment;

4. Measuring, cutting, bending, threading, forming, assembling, and installing of all electrical raceways (conduit, wireways, cable trays), using tools, such as hacksaw, pipe threader, power saw, and conduit bender;

5. Installing wire in raceways (conduit, wireways, troughs, cable trays). This wire may be service conductors, feeder wiring, subfeeder wiring, branch circuit wiring;

6. Chasing and channeling necessary to complete any electrical work, including the fabrication and installation of duct banks and manholes incidental to electrical, electronic, data, fiber optic, and telecommunication installation;

7. Splicing wires by stripping insulation from terminal leads with knife or pliers, twisting or soldering wires together, and applying tape or terminal caps;

8. Installing and modifying of lighting fixtures. This includes athletic field lighting when installed on stadium structures or supports other than wooden poles, or both;

9. Installing and modifying of all electrical/fiber optic equipment (AC-DC motors, variable frequency drives, transformers, reactors, capacitors, motor generators, emergency generators, UPS equipment, data processing systems, and annunciator systems where sound is not a part thereof);

10. Installing of raceway systems utilizing conduit, conduit bodies, junction boxes, and device boxes for switches and receptacles. This also may include wiring systems utilizing other methods and materials approved by the *National Electrical Code* (MC cable, AC cable, BX, or flexible metal tubing or electrical nonmetallic tubing);

11. Installing of main service equipment, distribution panels, subpanels, branch circuit panels, motor starters, disconnect switches, and all other related items;

12. Installing and wiring of instrumentation and control devices as they pertain to heating, ventilating, air conditioning (HVAC) temperature control and energy management systems, building automation systems, and electrically or fiber optic operated fire/smoke detection systems where other building functions or systems are controlled;

13. Installing conduit or other raceway greater than ten feet (10') when used for the following: fire alarm systems, security systems, sound systems, closed circuit television systems or cable television systems, or any system requiring mechanical protection or metallic shielding (telephone systems);

14. Testing continuity of circuit to insure electrical compatibility and safety of components. This includes installation, inspecting, and testing of all grounding systems including those systems designed for lighting protection; and

15. Removing electrical systems, fixtures, conduit, wiring, equipment, equipment supports, or materials involved in the transmission and distribution of electricity within the parameters of the building property line if reuse of any of the existing electrical system is required. This may include the demolition and removal and disposal of the electrical system;

(H) Elevator Constructor—Applies to workers who assemble and install electric and hydraulic freight and passenger elevators, escalators, dumbwaiters, and moving walks. The work falling within this occupational title of work description includes:

1. The handling, unloading, and hoisting of all equipment to be assembled or installed by workers performing work within this occupational title of work description, from the time that equipment arrives at, or near the building site;

2. The wrecking or dismantling of elevator plants, to include elevators, escalators, dumbwaiters, moving walks, and all other equipment to be reused and assembled or installed by workers performing work within this occupational title of work description;

3. The sinking, drilling, boring, digging cylinder wells, or backfilling for hydraulic lifts, hydraulic elevators, or screw lifts;

4. The layout, erecting and assembling of all elevator equipment (for example, electric, hydraulic, steam, belt, compressed air, and hand-powered elevators; dumbwaiters, residence elevators, parking garage elevators), and the assembly of all escalators, moving walks and link belt carriers;

5. The erecting and assembly of all theater stage and curtain equipment and guides and rigging to them, organ consoles, and orchestra elevators;

6. The installing of all wiring, conduit, and raceways from the first point of attachment of main feeder terminals on the controller to other apparatus and operating circuits;

7. The operating of temporary cars; and

8. The installing of all elevator enclosures, fronts, fascias, sills, frames, and bucks;

(I) Glazier—Applies to workers who select, cut, prepare, handle, install, or remove all window glass, plate, and all other types of glass, including structural glass, mirror glass, tempered and laminated glass, safety or protection glass, all types of insulating glass units, all plastics or other similar materials when used in place of glass and when set or glazed with putty, moulding rubber, cement, lead, and all types of mastic, or other materials used in place of same. The workers performing work within this occupational title of work description install these materials in windows, louvers, doors, partitions, skylights, and on building fronts, walls, ceilings and tables, whether the materials are set in wood, stone, cement, or metal of all types. The work falling within the occupational title of work description includes:

1. The installing of mirrors of all types;

2. The marking of an outline or pattern on glass and cut glass with a glasscutter;

3. The breaking off of excess glass by hand or with a notched tool;

4. The fastening of glass panes into wood sash with glazier's points, and the spreading smooth of putty around the edge of panes with a knife to seal joints;

5. The installing of metal window and door frames into which glass panels are to be fitted or sliding windows. The bolting of metal hinges, handles, locks, and other hardware to prefabricated glass doors;

6. The installing of mirror or structural glass on building fronts, walls, ceilings or tables, using mastic, screws, or decorative moulding;

7. The installing of metal-framed glass enclosures for showers, bathtubs, and skylights; and

8. The installing, cutting, and removal of all window glass, plate, and all other types of glass, including structural glass, mirror glass, tempered and laminated glass, safety or protection glass, all types of insulating glass units, all plastics or other similar materials when used in place of glass and when set or glazed with putty, molding rubber, cement, lead, and all types of mastic, or other materials used in place of same;

(J) Ironworker—Applies to workers who perform work in connection with field fabrication, erection, or both, installation, removal, wrecking, and dismantling of structural, architectural, and reinforcing iron and steel, ornamental lead, bronze, brass, copper, and aluminum, and plastics or other materials when used in place of them. The work falling within the occupational title of work description includes:

1. Structural. The unloading, erecting, bolting-up, plumbing-up, welding, and installing of structural steel, including any field fabrication;

2. Reinforcing. The unloading, carrying, placing, and tying of all concrete reinforcing, such as re-bar, wire mesh, expanded metal or post tensioning cable (including the tension process) or prestress cables when installed on the job site;

3. Rigging. The unloading, moving, handling, placing, and setting of electrical machinery and equipment when rigging or power equipment, or both, is used (with the exception of setting of electric motors). The assembly and erection of radio and television and other structural steel towers (with the exception of electrical transmission towers). The unloading, handling, moving, and placing of machinery to be assembled or dismantled, erected, or installed to its approximate position (over the anchor bolts);

4. Windows. The installation of metal windows (with the exception of store fronts display windows), curtain walls, and metal panels. The caulking of metal-to-metal joints and metal-to-brick;

5. Doors. The erection of curtain type doors (overhead rolling-type doors), heavy industrial doors when made of metal, fire doors, and exterior metal hinged doors that carry a fire underwriters label are erected by iron workers;

6. Sheeting and decking. The installation of sheeting which is attached to metal framework including metal floor decking;

7. Metal buildings. The erection and installation of structural steel and sheet metal packaged buildings when they come in a package unit, such as Butler, Delta, Varco Prudent, or other name brand packaged buildings. The installation of all doors, windows, and insulation (when installed in conjunction with sheeting) in the packaged buildings. The installation of metal siding and metal roof decking, regardless of the fastening method or the object to which it is fastened;

8. Elevators. The installation of elevator doors for gates manually operated and all elevator enclosures, fronts, fascias, sills, frames, and bucks;

9. Precast. The unloading and installation/erection of precast bridge girders, single T's, double T's, top panels, and tilt-up slabs; and

10. Other. The installation of all catwalks, stairways, and hand rails made of aluminum, bronze, or any type of metal, glass or plastic. The installation of ornamental iron, such as revolving doors, gates, handrails, window grills, jail and cell work, and chain link fences. The installation of dry storage bins, hoppers, chutes, and conveyors where sand ore, coal, or any dry component is stored or transferred. The erection, installation, removal, wrecking, and dismantling of bridges, viaducts, cableways, tramway, monorail transportation systems. The erection, installation, removal, wrecking, and dismantling of locks, gates, metal forms, railings (including pipe). The erection, installation, removal, wrecking, and dismantling of frames in support of boilers. The installation of metal siding and metal roof decking, regardless of the fastening method, or the object to which it is fastened. The handling, burning, welding, and tying of all materials used to reinforce concrete structures. The installation and erection of TV and microwave towers, self-supporting towers, or guy towers. The installation of metal guardrails with metal posts and highway signage;

(K) General Laborer (including first semiskilled laborer and second semi-skilled laborer)—Consists of providing routine manual labor. This work encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for laborer, as applicable to building construction, are as follows:

A. Laborer. The work falling within this subtitle of work description includes:

(I) Being included in one (1) of the following categories: flagmen, heaters, material plant man, carpenter tender, landscaper, signalman, wrecker (old/new structures), form handler, or posthole digger;

(II) Cleaning and clearing of all debris for all crafts, loading and unloading, conveying, distributing, construction material by hand and collecting and hoisting debris, backfilling, grading, and landscaping by hand;

(III) Covering of tanks, structures, and material piles with tarpaulins or other materials. Cleaning of masonry and other type walls and windows. Signaling and hoisting concrete buckets and for all other material handled by workers falling within the occupational title of work description for laborer;

(IV) Providing drinking water. Handling and cleaning of concrete chutes. Cleaning of concrete spills and chipping where hand tools are required. Performance of work necessary in remedying defects in concrete caused by leakage, bulging, sagging, or shifting of forms when finishing tools are not used. Jackhammer and paving breaker, air compressors, motor buggies, pumps (removal of water), except set-up men and nozzle men, chipping tool operator, concrete mixer operator (up to and including two- (2-) bag capacity); and

(V) Laying nonpressurized pipe for downspout drain lines, header lines, or laying of nonpressurized conduit, or a combination of these, for the carrying of storm water, waste, sewage, gravity flow lines, catch basins and manholes, effluent lines, originating outside the building and all those lines originating inside the building at the first Y, T, or connection outside the building;

B. First semiskill laborer. The work falling within this subtitle of work description includes: hod-carriers, plasterers, and cement mason tenders (who assist bricklayers, plasterers, and cement masons). The mixing, packing, wheeling, and tempering of mortar and fire clay. The mixing, handling and conveying of all other materials used by bricklayers, plasterers, and cement masons (for example, brick, tile, stone and cast stone), whether done by hand or using a forklift (walk behind or similar types). Building of scaffolds, trestles, boxes, and swinging staging for bricklayers, plasterers, and cement masons; and

C. Second semiskill laborer. The work falling within this subtitle of work description includes: concrete pump set-up men and nozzle men, tile layers and bottom men, on sewers and drains, cutting torch, and burning bar (demolition), trench, or pier holes twelve feet (12') or over, wagon drill, air track or any mechanical drill, powder man, tamper, one hundred pounds (100 lbs.) or over, laborers working for mechanical and electric contractors (including but not limited to digging of all trenches, ditches, holes, paving of concrete, and cleaning of all trash),

paving breaker, jackhammer and vibrator, laser beam man for sewer, grade checker for roads and railroads, asbestos removal (except mechanical systems that are not being scrapped and any type of roofing where the roof is to be relaid), hazardous waste removal, disposal work, or any combination of these.

2. Heavy/highway construction. The subtitle falling within the occupational title of work description for general laborer, as applicable to heavy/highway construction, are as follows:

A. Laborer. The work falling within this subtitle of work description includes: carpenters tenders, salamander tenders, dump man, ticket takers, flagman, loading trucks under bins, hoppers and conveyors, track men, cement handler, dump man on earth fill, Georgia buggie man, material batch hopper man, spreader on asphalt machine, material mixer man (except on man holes), coffer dams, riprap pavers—rock, block, or brick, signal man for materials handled by laborers, scaffolds over ten feet (10') not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, work in connection with nonpressurized pipelines, such as nonpressured sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile, and duct lines and other nonpressurized pipelines; power tool operator; work performed by hand in connection with hydraulic or general dredging operations, form setters (curb and gutter), puddlers (paving only), straw blower nozzleman, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties or creosote materials, men working with and handling epoxy material(s), topper of standing trees, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, guardrail and temporary signs, pile dike and revetment work, all laborers working on underground tunnels less than twenty-five feet (25') where compressed air is not used, abutment and pier hole men working six feet (6') or more below ground, men working in coffer dams for bridge piers and footings in the river, Barca tamper, Jackson or any other similar tamp, cutting torch man, liners, curb, gutters, ditchliners, hot mastic kettleman, hot tar applicator, hand blade operators and mortar men on brick or block manholes, rubbing concrete, air tool operator under sixty-five pounds (65 lbs.), caulker and led man, chain or concrete saw under fifteen horsepower (15 HP). The unloading, handling, and carrying of concrete reinforcing bars, by hand, to the areas in which they are used, wrecking, stripping, dismantling, cleaning, moving, and oiling of all concrete forms; digging and laying sewer tile; and

B. Skilled laborer. The work falling within this subtitle of work description includes: vibrator man, asphalt raker, head pipe layer on sewer work, batterboard man on pipe and ditch work, cliff scalers working from Bosun's chairs, scaffolds, or platforms on dams or power plants over ten feet (10') high, air tool operator over sixty-five pounds (65 lbs.), stringline man on concrete paving and the like, sandblast man, laser beam man, wagon drill, churn drill, air track drill, and all other similar type drills, jackhammers, and other pneumatic hammers and tampers, Gunite nozzle man, pressure grout man, screed man on asphalt, concrete saw fifteen (15) HP and over, grade checker, stringline man on electronic grade control, manhole builder, dynamite man, powder man, welder, tunnel man waterblaster—one thousand pounds per square inch (1000 psi) over, asbestos (except mechanical systems that are not being scrapped), hazardous waste removal, disposal, or any combination of these;

(L) Mason (which shall include marble mason, marble finisher, terrazzo worker, terrazzo finisher, tile setter, and tile finisher).

1. Marble Mason-Terazzo Worker—The work falling within the occupational title of work description for Marble Mason-Terazzo Worker includes:

A. The installing of marble, mosaic, venetian enamel, and terrazzo; the cutting and assembling of mosaics and art ceramics; the casting of all terrazzo on the job site; all rolling of terrazzo work;

B. The preparing, cutting, layering, or setting of metal, composition, or wooden strips and grounds on all bedding above concrete floors or walls; and the laying and cutting of metal, strips, lath, or other reinforcement, where used in terrazzo work;

C. The installing of cement terrazzo, magnesite terrazzo, dex-o-tex terrazzo, epoxy matrix terrazzo, exposed aggregate. Rustic or rough wash of exterior or interior of buildings. The mixturing or applying of any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz ceramic colored quartz, and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride, or any other resinous or chemical substances used for seamless flooring systems. The applying of binding materials when used on walls, floors, ceilings, stairs, saddles, or any other part of the interior or exterior of the building, or other work not considered a part of the building such as fountains, swimming pools;

D. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines (When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work falls within the occupational title of work description for cement masons.); and

E. The carving, cutting, and setting of all marble, slate, including slate backboards, stone, albereen, carrara, sanionyx, vitrolite, and similar opaque glass, scaglioa, marbleithic, and all artificial, imitation, or case marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative, and other purposes inside of buildings of every description wherever required, including all polish, honed, or sand finish.

2. Marble Finisher—The work falling within the occupational title of work description for Marble Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods to prepare surface for Marble Mason installation of construction materials on floor and/or walls; the movement of marble installation materials, tools, machines, and work devices to work areas; the erection of scaffolding and related installation structures;

B. The movement of marble slabs for installation; the drilling of holes and the chiseling of channels in edges of marble slabs to install wall anchors, using power drill and chisel; the securing of marble anchors to studding, using and covering ends of anchors with plaster to secure anchors in place;

C. The supply and mixture of construction materials for Marble Mason; the mixture of grout, as required, following standard formulas and using manual or machine mixing methods; the application of grout to installed marble; the movement of mixed mortar or plaster to installation area, manually or using wheelbarrow;

D. The removal of excess grout, using wet sponge; the cleaning of installed marble surfaces, work and storage areas, installation tools, machinery, and work aids, using water and cleaning agents;

E. The modification of mixing, material moving, grouting, polishing, and cleaning metal pieces, using a torch, spatula, and heat sensitive adhesive and filler;

F. The removal of marble installation materials and related debris from immediate work area; the storing of marble, installation material tools, machines, and related items; and

G. The provision of assistance to Marble Mason with the following tasks: bending or forming of wire to form metal anchors, using pliers; inserting anchors into holes of marble slab; securing anchors in

place with wooden stakes and plaster; selecting marble slab for installation following numbered sequences or drawings; grinding and polishing marble, using abrasives, chemical and/or manual, in machine grinding and/or polishing techniques, under Marble Mason's direction; the moving and positioning of marble.

3. Terrazzo Finisher—The work falling within the occupational title of work description for Terrazzo Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods to prepare surface for Terrazzo Worker installation of construction materials on floors, base, and/or walls; the moving of terrazzo installation materials, tools, machines, and work devices to area, manually or using wheelbarrow;

B. The supply and mixture of construction materials for Terrazzo Worker; the preparation, mixture by hand, mixture by mixing machine, or transportation of premixed materials and the distribution with shovel, rake, hoe, or pail, of all kinds of concrete foundations necessary for mosaic and terrazzo work; the dumping of mixed materials that form base or top surface of terrazzo into prepared installation site, using wheelbarrow; the measuring of designated amounts of ingredients for terrazzo or grout, using graduated containers and scale, following standard formulas and specifications, and the loading of portable mixer using proper means of transport; the mixture of materials according to experience and requests from Terrazzo Worker;

C. The spreading of marble chips or other material over fresh terrazzo surface and the pressing of the material into terrazzo by use of a roller; the application of grout finishes to surfaces of installed terrazzo; the spreading of grout across terrazzo to finish surface imperfections, using trowel; the installation of grinding stones in power grinders, using hand tools; the fine grinding and polishing of the surface of terrazzo, when grout has set, using power grinders; the application of curing agent to installed terrazzo to promote even curing, using brush or sprayer; the cutting of grooves in terrazzo stairs, using power grinder, and the filling of grooves with nonskid material;

D. The modification of mixing, grouting, grinding, and cleaning position and the securing of moisture membrane and wire mesh prior to pouring base materials for terrazzo installation;

E. The washing of the surface of polished terrazzo, using cleaner and water, and the application of sealer, according to manufacturer specifications, using brush; the cleaning of the installation site, and storage areas, tools, machines, and equipment; the removal of Terrazzo Worker materials and related debris from immediate work area; and

F. The provision of assistance to Terrazzo Worker with the following tasks: grinding surfaces of cured terrazzo; using power grinders.

4. Tile Setter—The work falling within the occupational title of work description for Tile Setter includes:

A. The application of tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools, and all places where tiles may be used to form a finished surface for practical use, sanitary finish, or decorative purpose. (Tile includes all burned clay products, as used in the tile industry, either glazed or unglazed, all composition materials; all substitute materials in single units up to and including, fifteen inches by twenty inches by two inches (15" × 20" × 2") (except quarry tiles larger than nine inches by eleven inches (9" × 11")) and all mixtures in the form of cement, plastics, and metals that are used as a finished surface.);

B. The cutting and shaping of tile with saws, tile cutters, and biters; and

C. The positioning of tile and tapping it with a trowel handle to affix tile to plaster or adhesive base.

5. Tile Finisher—The work falling within the occupational title of work description for Tile Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods for Tile Setter to install construction materials on floors and walls; the movement of tiles, tile setting tools, and work devices from storage area to installation site manually or using wheelbarrow;

B. The supply and mixture of materials for Tile Setter; the supply and mixture of construction materials for Tile Setter; the mixture of mortar and grout accordingly to standard formulas and request from Tile Setter using bucket, water hose, spatulas, and portable mixer; the modification of mixing, grouting, grinding, and cleaning procedures according to type of installation or material used; the supply to Tile Setter of mortar, using wheelbarrow and shovel; the application of grout between joints of installed tile, using grouting trowel; the application of grout; the cutting of installed tile;

C. The removal of excess grout from tile joints with a sponge and scraping of corners and crevices with a trowel; the application of caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment;

D. The wiping of surfaces of tile after grouting to remove grout residue and polish tile, using non-abrasive materials; the removal of Tile Setter materials and related debris from immediate work area; the cleaning of installation site, mixing and storage tools, and equipment, using water and various cleaning tools; the storing of tile setting material machines, tools, and equipment; and

E. The provision of assistance to Tile Setter to secure position of metal lath, wire mesh, felt paper, Dur/rock or wonderboard prior to installation of tile;

(M) Operating Engineer (which shall include operating engineer group I, operating engineer group II, operating engineer group III, operating engineer group III-A, operating engineer group IV, and operating engineer group V)—Applies to workers who perform work falling within the occupational title of work description for operating engineer/portable and hoisting operator, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment. This occupational title encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for operating engineer, as applicable to building construction, are as follows:

A. Group I—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: crane (for example, crawler or truck); dragline—clam shell—gradall; Derrick (all types); kimmer scoop; power shovel or backhoe over one (1) cubic yard; pile driver (for example, land or floating); Whirley; mechanic and welder; hydraulic, self-propelled crane; stinger or cherry picker crane; switch boat; concrete portable plant/concrete mixer paver; cableways;

B. Group II—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: asphalt paver and spreader/concrete spreader; asphalt plant mixer operators; asphalt plant operator; backfillers; back hoe (under one (1) cubic yard); Barber-Green loader (similar type); blade—power, all types; boats—power; boilers; boring machine (all types, including tunnel boring); brooms—power operated (all types); concrete saw (self-propelled); chip spreader (front man); clef plane operators; combination concrete hoist and mixer such as mix or mobile; crab—power operated; crusher rock; ditching machine; dozer/dredges;

finishing machine; firemen on rigs; flex plane; floating machine; form grader; greaser; hoist operator (all types); hopper—power operated; hydra hammer (all types); Lad-A-Vator—similar type; loaders—all types, including skid-steer (for example, Bobcat); locomotives (all types); curb finishing machine; mucking machine; orange peels; pumps (all types); push cats; rollers (all types); scoops (all types except skimmer scoop); self-propelled rotary drill; air compressors (all types); side boom; siphons, jets, and jennies; welding machine; subgrader; testhole machine; throttle man tractors over fifty (50) HP; air tugger with air compressor; anchor placing barge; Ahoy force feeder loader (self-propelled); bull float; pipe cleaning/wrapping machine; conveyor; heaters, fuel fired with forced air; quadtrack; tie tamper; vibrating machine; well drilling machine; forklift (except masonry forklift);

C. Group III—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: tractors (under fifty (50) HP); distributor (bituminous); scissor lift; small machine (operator); mud jack; wench truck operator; pug mill operator; elevator-push button; A-frame truck; mixers; oilers;

D. Group III-A—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as a masonry forklift;

E. Group IV—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as a self-propelled floor sweeper; and

F. Group V—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: elevator—auto; air pressure oiler; air pressure engineer.

2. Heavy/highway construction. The subtitles falling within the occupational title of work description for operating engineer, as applicable to heavy/highway construction, are as follows:

A. Group I—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: asphalt finishing machine and trench; widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator (all types); boat operator (all types); boilers—two (2); central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; Derrick or Derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; high-loader including skid steer (for example, Bobcat); hoisting engine—two (2) active drums; launchhammer wheel; locomotive operator—standard gauge; mechanics and welders; mucking machine; piledriver operator; Pitman crane operator; push cat operator; quadtrack; scoop operator—all types; shovel operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane;

B. Group II—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: A-frame truck; asphalt hot mix silo; asphalt plant fireman, drum or boiler; asphalt plant mixer operator; asphalt plant man; asphalt roller operator; backfiller operator; Barber-Greene loader; chip spreader; concrete mixer operator, skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; forklift; greaser—fleet; hoisting engine—one (1); locomotive operator—narrow gauge; multiple compactor; pavement breaker; power-broom—self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator—over fifty (50) HP; winch truck;

C. Group III—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: boilers—one (1); chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator self-propelled; curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high-type asphalt; screening and washing plant operator; siphons and jets; subgrading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator—combination boiler and booster; tractor operator fifty (50) HP or less; Ulmac, Ulric, or similar spreader; vibrating machine operator, not hand;

D. Group IV—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as an oiler or oiler-driver (fireman—rig; maintenance operator);

(N) Outside- lineman, lineman operator, groundman, lineman tree trimmer, groundman tree trimmer, and any combination thereof.

1. Outside-lineman—Applies to workers who erect and repair transmission poles (whether built of wood, metal, or other material), fabricated metal transmission towers, outdoor substations, switch racks, or similar electrical structures, electric cables, and related auxiliary equipment for high-voltage transmission and distribution powerlines used to conduct energy between generating stations, substations, and consumers. The work (overhead and underground) falling within this occupational title of work description includes:

A. Construction, repair, or dismantling of all overhead and underground electrical installations. The handling and operation of all equipment used to transport men, tools, and materials to and from the job site. The framing, trenching, digging, and backfilling of vaults, holes and poles, and anchors (by hand or mechanical equipment), guying, fastening to the stub-in on concrete footings or pads, assembling of the grillage, grounding of all structures, stringing overhead wire, installing underground wire, splicing, and installation of transformers;

B. Construction and repair of highway and street lighting and traffic signal systems, cathodic protection systems, and ball field lighting systems;

2. Lineman operator—Operates equipment used on the outside line portion of a project. The lineman operator assists linemen in the performance of their work but does not climb or work out of any type of aerial lift equipment. The lineman operator does not perform any work that requires the use of hand tools;

3. Groundman—Work performed on the ground to assist the journeymen outside line construction/lineman on work not energized. Groundmen use jack hammers, air drills, shovels, picks, tamps, trenching equipment, and other such tools for excavating and/or compacting dirt or rock on the outside line portion of a project but do not use hand tools;

4. Lineman tree trimmer—Trimming and removal of trees, stumps, limbs, brush, and other related tasks in and around electrical systems by use of chainsaws, pruners, pole saws, and hand saws only when specifically required to provide clearance and right-of-way preparation for installation of overhead or underground high-voltage electric

utility lines, and excluding the clearance of right-of-ways related to heavy-highway construction or other public projects not directly related to the installation of electrical utility lines. Lineman tree trimmer work may be performed on the ground and in the air; and

5. Groundman tree trimmer—Assists the lineman tree trimmer in the performance of their work using rakes, chainsaws, chippers, and industrial mowers in and around electrical systems only when specifically required to provide clearance and right-of-way preparation for installation of overhead or underground high-voltage electric utility lines, and excluding the clearance of right-of-ways related to heavy-highway construction or other public projects not directly related to the installation of electrical utility lines. Groundman tree trimmer work is only performed on the ground;

(O) Painter—The work falling within the occupational title of work description for painter includes:

1. Preparation of surfaces. The washing, cleaning, pointing, and taping of drywall, regardless of material used, and smoothing of surfaces, using sandpaper, brushes, or steel wool. The removal of old paint or other coatings from surfaces, using paint remover, scraper, wire brushing, sandblasting, water blasting, liquid steam, or by any other similar process. The filling of nail holes, cracks, and joints with putty, plaster, or other fillers;

2. Color matching and mixing. The application of paint, varnish, stain, enamel, lacquer, vinyl, wallpaper, and other materials of whatever kind of quality applied to walls or ceilings with paste or adhesive, using brushes, spray gun (spray painter), or paint rollers. The application of polyurethane elastomers, vinyl plastics, neoprene, resin, polyester, and epoxy as waterproofing or protective coatings to any kind of surface (except roofs) when applied with brushes, spray guns, or rollers;

3. Texturing and decorating. The erecting of scaffolding or setting up of ladders to perform the work above ground level. The paperhanging of walls and ceilings with decorative wall coverings made of fabric, vinyl, or paper. The preparing of the surface to be covered by applying sizing, which seals the surface and makes the covering stick better. The removal of the old covering by soaking, steaming, or applying solvents. The patching of holes and other imperfections before applying the new wall covering. The measuring of the area to be covered; the cutting of the covering into strips of the proper size, the checking of the covering for flaws and the examination of the pattern so it can be matched when the strips are hung. The preparation of paste or other adhesives according to manufacturers' directions, and the brushing or rolling it on the covering. The placing of the strips on the wall or ceiling, to match adjacent patterns. The smoothing of the strips to remove bubbles and wrinkles; the trimming of the top and bottom with a razor blade; and the painting or taping of highway striping, or both; and

4. Cleanup. The cleanup of tools and equipment required in connection with work falling within this occupational title;

(P) Plumber (which shall include pipe fitter).

1. General Plumber—Applies to workers who install and repair domestic potable water lines, gravity waste disposal systems inside the curb or fence lines, plumbing fixtures such as: bathtubs, sinks, and toilets—and appliances such as, dishwashers and water heaters. The work falling within the occupational title of work description for plumber includes:

A. Assembling and installing piping systems, fixtures and equipment for the transportation of domestic water and sewage. Piping systems installed in structures (for example, buildings, industrial plants) to the first Y, T, or connection located outside the building;

B. Cutting, threading, and bending pipe. Joining pipes by use of screws, bolts, fittings, solder, welding brazing, and caulking or any other method of making joints in the plumbing industry;

C. Assembling, installing, and repairing valves, pipe fittings, and pumps. Testing the piping system. Installing and repairing plumbing fixtures, such as sinks, bathtubs, water heaters, and water softeners; and

D. Cutting holes in floors and walls for pipes with point and hammer, core drill, or both.

2. Pipe Fitter—Applies to workers who fabricate, install, and repair piping systems to include: water and waste processing systems; heating and air-conditioning systems, pneumatic controls, and pneumatic delivery systems; powerhouse and all pressurized piping systems; gas, oxygen systems; gasoline systems not for public sale. The work falling within this occupational title of work description includes:

A. Piping systems installed in structures (for example, buildings, industrial plants, and the like);

B. Cutting, threading, and bending pipe. Joining pipes by use of screws, bolts, fittings, solder, welding, and caulking, or any other method of making joints in the pipefitting industry;

C. Assembling, installing, and repairing valves, pipe fittings, and pumps. Testing the piping system. Cutting holes in floors and walls for pipes with point and hammer, core-drill, or both;

D. Installing of distribution lines (for example, water mains, sewer mains, oil and gas lines);

E. Welding of steel pipe joints and joining pipes with screws, bolts, fittings, solder, caulking, or any other method for making joints in the industry; and

F. Joining ductile iron and plastic pipes by using any method for making joints in the industry, when the pipe will be under pressure;

(Q) Roofer—Applies to workers who apply and install any and all types of roofing materials, other than sheet metal. The work falling within this occupational title of work description includes:

1. The installation of slate and tile and all substitute materials taking the place of slate and tile used for roofing including flat or promenade slate, with necessary metal flashing to make water-tight;

2. The cementing in, on, or around slate and tile roofs. The laying of felt or paper beneath the slate and tile. The dressing, punching, and cutting of all roof slate or tile either by hand or machinery;

3. The installation of all forms of plastic, slate, slag, gravel; asphalt and composition roofing; rock asphalt mastic when used for damp and waterproofing; prepared paper; compressed paper and chemically prepared paper, and burlap with or without coating. The installation of all damp resisting preparations regardless of the method of application in or outside of building. The installation of damp courses, sheeting, or coating on foundation work and tarred roofs. The laying of the tile or brick, when laid in asphalt or pitch tar;

4. The installation and application of new materials used in roofing, water-proofing, encapsulation, and containment process including all forms of elastomeric or plastic (elastoplastic), or both, roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. The installation of aggregates or stone, used as a ballast for inverted roofing membrane assembly, or roof of similar construction where insulation is laid over the roofing membrane. The sealing and caulking of seams and joints on these elastoplastic systems to insure water-tightness. The applying of liquid-type elastoplastic preparation for roofing, damp, or waterproofing when applied with a squeegee, trowel, roller, or spray equipment whether applied inside or outside of a building. The priming of surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three- (3-) knot brush, or spray systems. The waterproofing of all types of preformed panels;

5. The application of all types of spray-in-place such as urethane or polyurethane, and the coatings that are

applied over them;

6. The application of roof insulation, when the insulation material is applied as an integral part of the roofing system, whether the insulation material is applied as the first, last, or any other layer in between;

7. The operation and servicing of all kettles, bulk tankers, stationary heating tankers, and other types of equipment and tools used to accomplish this work (including heating systems for the operation of the equipment); and compressors for applying roofing material components, roof and mop carts, hydraulics, tools and equipment, be it hand or power, needed to apply waterproofing, insulated, and roofing materials;

8. The handling, hoisting, and storing of all roofing, damp, and waterproofing materials; and

9. The tear-off, removal, or both, of any type of roofing, all spudding, sweeping, vacuuming, cleanup, or a combination of these, of any areas of any type where a roof is to be relayed;

(R) Sheet Metal Worker—The work falling within the occupational title of sheet metal worker includes:

1. The handling, conditioning, assembling, installing, servicing, repairing, altering, and dismantling of the duct work for the heating, ventilation, and air-conditioning systems regardless of the materials used and the setting of all equipment and all supports and reinforcements in connection with the system;

2. The installation of expansion and discharge valves, air filters, and water filters in heating, ventilation, and air-conditioning systems;

3. The testing and balancing of air-handling equipment and duct work;

4. The forming, rolling, drawing, stamping, or pressing of sheet metal shingles, sheet metal tile, sheet metal brick, sheet metal stone, and sheet metal lumber, when specified for use as roofing, siding, waterproofing, weather proofing, fire proofing, or for ornamental or any other purpose;

5. The performing of sheet metal work specified for use in connection with or incidental to steeples, domes, minarets, look outs, dormers, louvers, ridges, copings, roofing, decking, hips, valleys, gutters, outlets, roof flanges, flashings, gravel stops, leader heads, down spouts, mansards, balustrades, skylights, cornice moulding, columns, capitals, panels, pilasters, mullions, spandrils, and any and all other shapes, forms and design of sheet metal work specified for use for waterproofing, weatherproofing, fire proofing, ornamental, decorative, or display purposes, or as trim on exterior of the buildings;

6. The installing of sheet metal ceilings with cornices and mouldings of plain, ornamental, enameled, glazed, or acoustic type;

7. The installing of side walls, wainscoting of plain, ornamental, enameled, or glazed types, including sheet metal tile;

8. The application of all necessary wood or metal furring, plastic, or other materials, to which they are directly applied;

9. The performing of sheet-metal work specified for use in connection with or incidental to direct, indirect, or other types of heating, ventilating, air-conditioning, and cooling systems (including risers, stacks, ducts, S strips, fittings, dampers, casings, recess boxes, outlets, radiator enclosures, exhausts, ventilators, frames, grisses, louvers, registers, cabinets, fans, and motors);

10. The air washers, filters, air brushes, housings, air-conditioning chambers;

11. The setting and hanging of air-conditioning units, unit heaters or air-veyor systems, and air handling systems regardless of material used;

12. The assembling and setting up of all cast iron parts, warm air furnace, all stoker, gas, and oil burner equipment used in connection with warm air heating, all sheet metal hoods, casings, wall stacks, smoke pipes, truck lines, cold air intake, air chambers, vent pipes, frames, registers, dampers, and regulation devices;

13. The installing of equipment utilized in the operation of kitchens including ranges, canopies, steam tables, work tables, dishwashers, coffee urns, soda fountains, warming closets, sinks, drainboards, garbage chutes, incinerators, and refrigerators;

14. The installing of tubing, pipes, and fittings, used in connection with or incidental to coppersmithing work. The installation of fume hoods, metal toilet partitions, metal lockers, plain metal shelving; and

15. The handling, moving, hoisting, and storing of all sheet metal materials on the job site, where power equipment and rigging are required;

(S) Sprinkler Fitter—Applies to workers who perform the installation, adjustments, and corrections, repair, and dismantling of all fire protection and fire control systems and the installation of all fire piping for tubing, appurtenances, and equipment. The work falling within the occupational title includes: The handling and installation of all piping and appurtenances pertaining to sprinkler equipment, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to the sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, tank and pump connections, and fire protection systems using mulsifyre, spray, water, fog, carbon dioxide (CO_2), gas and foam and dry chemical systems; and

(T) Truck Driver (which shall include truck control service driver, truck driver group I, truck driver group II, truck driver group III, and truck driver group IV)—The workers who perform work falling within the occupational title of work description for truck driver includes the operation, repair, and servicing of the following mechanical equipment. This occupational title encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for truck driver, as applicable to building construction, are as follows:

A. Truck control service driver – Applies to workers who perform work including:

(I) The delivery, installation, and pickup of traffic control devices;

(II) The unloading and installation of barricades, plastic channelizer drums, safety cones, and temporary flashing lights not to exceed one hundred fifteen (115) volts;

(III) Regular periodic inspections to assure that traffic control devices are clean, clearly visible, and properly positioned. Inspection and maintenance includes replacing batteries and bulbs in lights, cleaning reflective material and lenses, and repairing or replacing damaged or missing devices when incidental to and part of a public works construction project; and

(IV) Removal of all traffic control devices by loading them on a truck and driving them to a storage yard where they are unloaded;

B. Group I—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks single axle, station wagons, pick-up trucks, material trucks single axle, tank wagon single axle;

C. Group II—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: agitator and transit mix-trucks;

D. Group III—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks tandem axle, articulated dump trucks, material trucks tandem axle, tank wagon tandem axle; and

E. Group IV—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the

following equipment: semi and/or pole trailers, winch, fork and steel trucks, distributor drivers and operators, tank wagon semi-trailer, Insley wagons, dumpsters, halftracks, speedace, euclids, and other similar equipment, A-frame and Derrick trucks, float or low boy, and boom truck.

2. Heavy/highway construction. The subtitles falling within the occupational title work description for truck driver, as applicable to heavy/highway construction, are as follows:

A. Truck control service driver – Applies to workers who perform work including:

(I) The delivery, installation, and pickup of traffic control devices;

(II) The unloading and installation of barricades, plastic channelizer drums, safety cones, and temporary flashing lights not to exceed one hundred fifteen (115) volts;

(III) Regular periodic inspections to assure that traffic control devices are clean, clearly visible, and properly positioned. Inspection and maintenance includes replacing batteries and bulbs in lights, cleaning reflective material and lenses, and repairing or replacing damaged or missing devices when incidental to and part of a public works construction project; and

(IV) Removal of all traffic control devices by loading them on a truck and driving them to a storage yard where they are unloaded;

B. Group I—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks single axle, station wagons, pick-up trucks, material trucks single axle, tank wagon single axle;

C. Group II—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: agitator and transit mix-trucks;

D. Group III—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks tandem axle, articulated dump trucks, material trucks tandem axle, tank wagon tandem axle; and

E. Group IV—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: semi-and/or pole trailers, winch, fork and steel trucks, distributor drivers and operators, tank wagon semi-trailer, Insley wagons, dumpsters, halftracks, speedace, euclids, and other similar equipment, A-frame and Derrick trucks, float or low boy, and boom truck.

AUTHORITY: section 290.240.2., RSMo Supp. 2018. Original rule filed Sept. 15, 1992, effective May 6, 1993. Emergency amendment filed April 30, 1993, effective May 10, 1993, expired Aug. 28, 1993. Amended: Filed Aug. 13, 1996, effective Feb. 28, 1997. Amended: Filed Jan. 22, 1997, effective Sept. 30, 1997. Amended: Filed June 17, 2004, effective Dec. 30, 2004. Amended: Filed Aug. 19, 2010, effective Feb. 28, 2011. Amended: Filed Aug. 9, 2012, effective Feb. 28, 2013. Emergency amendment filed Nov. 7, 2014, effective Nov. 17, 2014, expired May 15, 2015. Amended: Filed Nov. 7, 2014, effective April 30, 2015. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

290.010. What constitutes a day's labor. — From and after the first day of May, in the year eighteen hundred and sixty-seven, the period of eight hours shall be and constitute a legal day's work; but nothing in this section shall be so construed as to prevent parties to any contract for work, services or labor from agreeing upon a longer or shorter time. This section shall not apply to persons hired or employed by the month, nor to laborers or farm hands in the service of farmers or others engaged in agriculture.

(RSMo 1939 § 10166)

Prior revisions: 1929 § 13205; 1919 § 6766; 1909 § 7812

CROSS REFERENCE:

Election, employees allowed three hours to vote, 115.639

8/28/1939

290.020. Limitation of working hours in certain industries, exception by consent of worker. — It is hereby declared to be unlawful for any person, company or corporation engaged in carrying on any kind of mining, mechanical, chemical manufacturing or smelting business, to work their employees in any mill or mills, or plants, while engaged in crushing rocks and mine products, containing mineral or ores, or engaged in separating the minerals or ores from rock and such combination with which the mineral or ores are mixed, or reducing or roasting, or refining or smelting minerals or ores, from and after the time such rocks, or combination of rocks and mine products, or minerals or ores are taken out of the mines, at such labor or industry, for a period of time longer than eight hours in a day of twenty-four hours, without their consent, and it is hereby declared that eight hours shall constitute a day of employment, for all laborers, or employees, engaged in the kind of labor or industry aforesaid.

(RSMo 1939 § 10167, A.L. 1981 H.B. 748)

Prior revisions: 1929 § 13206; 1919 § 6767; 1909 § 7813

8/28/1981

290.030. Penalty. — Any person or persons, company or corporation who shall violate any of the provisions of section 290.020 shall, on conviction, be fined in a sum not less than twenty-five dollars nor more than five hundred dollars.

(RSMo 1939 § 10168)

Prior revisions: 1929 § 13207; 1919 § 6768; 1909 § 7814

8/28/1939

290.080. Employees paid semimonthly, exception — statement of deductions — violation, misdemeanor. — All corporations doing business in this state, and all persons operating railroads or railroad shops in this state, shall pay the wages and salaries of their employees as often as semimonthly, within sixteen days of the close of each payroll period; provided, however, that executive, administrative and professional employees, and sales people and other employees compensated in whole or in part on a commission basis, at the option of such employers, may be paid their salaries or commissions monthly. Such corporations and persons either as a part of the check, draft or other voucher paying the wages or separately, shall furnish the employee at least once a month a statement showing the total amount of deductions for the period. Any corporation or person violating this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in any sum not less than fifty dollars, nor more than five hundred dollars, for each offense.

(RSMo 1939 §§ 5080, 5081, 10176, A. 1949 S.B. 1105, A.L. 1955 p. 596)

Prior revisions: 1929 §§ 4608, 4609, 13215; 1919 §§ 9802, 9803, 6778; 1909 § 7820

CROSS REFERENCE:

Wages, when to be paid, interest, priority, 430.360

8/28/1955

290.090. Factory employees paid semimonthly — amount withheld — penalty. — The employees of the operators of all manufactories, including plate glass manufactories, operated within this state shall be regularly paid in full of all wages due them at least once in every fifteen days, in lawful money, and at no pay day shall there be withheld from the earnings of any employee any sum to exceed the amount due him for his labor for five days next preceding any such pay day. Any such operator who fails and refuses to pay his employees, their agents, assigns or anyone duly authorized to collect such wages, as in this section provided, shall become immediately liable to any such employee, his agents or assigns for an amount double

the sum due such employee at the time of such failure to pay the wages due, to be recovered by civil action in any court of competent jurisdiction within this state, and no employee, within the meaning of this section, shall be deemed to have waived any right accruing to him under this section by any contract he may make contrary to the provisions hereof.

(RSMo 1939 § 10175)

Prior revisions: 1929 § 13214; 1919 § 6775; 1909 § 7817

8/28/1939

290.095. Wage subsidies, bid supplements, and rebates for employment prohibited, when — violation, penalty. — 1. No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on a public works project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the wage rate required to be paid for such project pursuant to sections 290.210 to 290.340.

2. In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsection 1 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610.

3. Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the wage rate required to be paid for such project pursuant to sections 290.210 to 290.340 for each hour that work was performed. It shall be the duty of the department to calculate the dollar amount owed to the public body under this section.

(L. 2007 S.B. 339, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.100. Thirty days' notice of reduction of wages, how. — Any railway, mining, express, telegraph, manufacturing or other company or corporation doing business in this state, and desiring to reduce the wages of its employees, or any of them, shall give to the employees to be affected thereby thirty days' notice thereof. Such notice may be given by posting a written or printed handbill, specifying the class of employees whose

wages are to be reduced and the amount of the reduction, in a conspicuous place in or about the shops, station, office, depot or other place where said employees may be at work, or by mailing each employee a copy of said notice or handbill, and such company or corporation violating any of the provisions of this section shall forfeit and pay each party affected thereby the sum of fifty dollars, to be recovered by civil action in the name of the injured party, with costs, before any court of competent jurisdiction.

(RSMo 1939 §§ 5066, 5067, A.L. 1943 p. 410 § 75)

Prior revisions: 1929 §§ 4590, 4591; 1919 §§ 9782, 9783; 1909 §§ 3022, 3023

8/28/1943

290.110. Payment due discharged employee — exceptions — penalty for delay. — Whenever any person, firm or corporation doing business in this state shall discharge, with or without cause, or refuse to further employ any servant or employee thereof, the unpaid wages of the servant or employee then earned at the contract rate, without abatement or deduction, shall be and become due and payable on the day of the discharge or refusal to longer employ and the servant or employee may request in writing of his foreman or the keeper of his time to have the money due him, or a valid check therefor, sent to any station or office where a regular agent is kept; and if the money or a valid check therefor, does not reach the station or office within seven days from the date it is so requested, then as a penalty for such nonpayment the wages of the servant or employee shall continue from the date of the discharge or refusal to further employ, at the same rate until paid; provided, such wages shall not continue more than sixty days. This section shall not apply in the case of an employee whose remuneration for work is based primarily on commissions and whose duties include collection of accounts, care of a stock or merchandise and similar activities and where an audit is necessary or customary in order to determine the net amount due.

(RSMo 1939 § 5082, A.L. 1943 p. 410 § 76, A.L. 1963 p. 414, A.L. 1972 H.B. 1203)

Prior revisions: 1929 § 4610; 1919 § 9804

8/28/1972

290.120. Employee not entitled to benefits, when. — No such servant or employee who secretes or absents himself to avoid payment to him, or refuses to receive the same when fully tendered, shall be entitled to any benefit under sections 290.110 and 290.120 for such time as he so avoids payment.

(RSMo 1939 § 5083, A.L. 1943 p. 410 § 77)

Prior revisions: 1929 § 4611; 1919 § 9805

8/28/1943

290.130. Action by employees for breach of employment contract. — Any such servant or employee whose employment is for a definite period of time, and who is discharged without cause before the expiration of such time, may, in addition to the penalty prescribed by this law, have an action against any such employer for any damages he may have sustained by reason of such wrongful discharge, and such action may be joined with an action for unpaid wages and penalty.

(RSMo 1939 § 5084, A.L. 1943 p. 410 § 78)

Prior revisions: 1929 § 4612; 1919 § 9806

8/28/1943

290.140. Letter of dismissal, when — failure to issue, damages — punitive damages, limitations. — 1. Whenever any employee of any corporation doing business in this state and which employs seven or more employees, who shall have been in the service of said corporation for a period of at least ninety days, shall be discharged or voluntarily quit the service of such corporation and who thereafter within a reasonable period of time, but not later than one year following the date the employee was discharged or voluntarily quit, requests in writing by certified mail to the superintendent, manager or registered agent of said corporation, with specific reference to the statute, it shall be the duty of the superintendent or manager of said corporation to issue to such employee, within forty-five days after the receipt of such request, a letter, duly signed by such superintendent or manager, setting forth the nature and character of service rendered by such employee to such corporation and the duration thereof, and truly stating for what cause, if any, such employee was discharged or voluntarily quit such service.

2. Any corporation which violates the provisions of subsection 1 of this section shall be liable for compensatory but not punitive damages but in the event that the evidence establishes that the employer did not issue the requested letter, said employer may be liable for nominal and punitive damages; but no award of punitive damages under this section shall be based upon the content of any such letter.

(RSMo 1939 § 5064, A.L. 1941 p. 330, A.L. 1982 S.B. 747)

Prior revisions: 1929 § 4588; 1919 § 9780; 1909 § 3020

CROSS REFERENCE:

Employee dismissal rights, damage action, time limitation, 516.140

(1985) Actual damages in a "service letter" case are proven by showing that the plaintiff was refused employment or hindered in obtaining employment, due to the absence or inadequacy of a service letter, that the position plaintiff was refused or hindered in obtaining was actually open, and the rate of pay of that position. Gibson v. Hummel (Mo. App. E.D.), 688 S.W.2d 4.

(1985) An award of punitive damages based on the failure to provide a service letter is improper except upon a showing of actual or legal malice. Comerio v. Beatrice Foods Co., 616 F.Supp. 1423 (D.C.Mo.).

(1986) An employer which fails to issue the service letter within forty-five days of it being requested may be liable for punitive damages. Talbert v. Safeway Stores, Inc. 651 F.Supp. 1563 (W.D. Mo.).

1986) A statement that termination is due to "unsatisfactory work performance" is insufficient as a matter of law under this section. Gloria v. University of Health Sciences, 713 S.W.2d 32 (Mo. App. W.D.).

(1987) Legal malice must be proven in order to recover punitive damages pursuant to this section and such malice must be averred generally in the petition. Willett v. Slay Warehouse Co., Inc., 735 S.W.2d 60 (Mo. App. E.D.).

(1987) Legal malice or the deliberate failure to provide a service letter knowing that an individual has requested one perhaps may be shown in order to recover punitive damages by proving that this section was cited in the request for a service letter. Fink v. Revco Discount Drug Centers, Inc., 666 F.Supp. 1325 (W.D. Mo.).

(1990) Letter requesting statement of reasons for employee's discharge signed only by the employee's attorney and not by the employee is not a valid request for a service letter. Zeman v. V.F. Factory Outlet, Inc., 911 F.2d 107 (8th Cir.).

(1990) Discharged employee not entitled to actual damages for an employer's violation of service letter statute for false statements unless employee can show evidence that prospective employer saw letter and held it against employee. Employee could seek nominal damages. Prewitt v. Factory Motor Parts, Inc., 747 F.Supp. 560 (W.D. Mo.).

8/28/1982

290.145. Discrimination, refusal to hire or discharge employee for alcohol or tobacco use not during working hours, prohibited, exception — not cause for legal actions. — It shall be an improper employment practice for an employer to refuse to hire, or to discharge, any individual, or to otherwise disadvantage any individual, with respect to compensation, terms or conditions of employment because the individual

uses lawful alcohol or tobacco products off the premises of the employer during hours such individual is not working for the employer, unless such use interferes with the duties and performance of the employee, the employee's coworkers, or the overall operation of the employer's business; except that, nothing in this section shall prohibit an employer from providing or contracting for health insurance benefits at a reduced premium rate or at a reduced deductible level for employees who do not smoke or use tobacco products. Religious organizations and church-operated institutions, and not-for-profit organizations whose principal business is health care promotion shall be exempt from the provisions of this section. The provisions of this section shall not be deemed to create a cause of action for injunctive relief, damages or other relief.

(L. 1992 S.B. 509, et al. § 6, A.L. 2005 H.B. 596, A.L. 2006 S.B. 567 & 792)

8/28/2006

290.152. Employer response to request for information about current or former employee, contents, requirements, civil immunity, when. — 1. As used in this section, the following terms shall mean:

(1) "**Employer**", any individual, organization, partnership, political subdivision, corporation or other legal entity which has or had in the entity's employ one or more individuals performing services for the entity within this state;

(2) "**Prospective employer**", any employer, as defined in this subsection, to which an individual has made application for employment, either oral or written, or forwarded a resume or other correspondence expressing an interest in employment.

2. An employer may:

(1) Respond in writing to a written request concerning a current or former employee from an entity or person which the employer reasonably believes to be a prospective employer of such employee; and

(2) Disclose the nature and character of service rendered by such employee to such employer and the duration thereof; and

(3) Truly state for what cause, if any, such employee was discharged or voluntarily quit such service. The provisions of this section shall apply regardless of whether the employee becomes employed by the prospective employer prior to receipt of the former employer's written response. The information provided pursuant to this section shall be consistent with the content of any service letter provided pursuant to section 290.140 for the same employee.

3. The employer shall send a copy of any letter provided pursuant to subsection 2 of this section to the current employee or former employee at the employee's last known address. The current or former employee may request from the employer a copy of the letter provided pursuant to subsection 2 of this section for up to one year following the date of such letter.

4. For purposes of this section, an employer shall be immune from civil liability for any response made pursuant to this section or for any consequences of such response, unless such response was false and made with knowledge that it was false or with reckless disregard for whether such response was true or false.

5. Any employer who violates the provisions of subsection 2 of this section shall be liable for compensatory damages but not punitive damages.

6. Any letter issued pursuant to this section shall not be admitted as evidence in an unemployment compensation claim.

(L. 1999 S.B. 32)

8/28/1999

290.210. Definitions. — As used in sections 290.210 to 290.340, unless the context indicates otherwise, the following terms shall mean:

(1) "**Collective bargaining agreement**", any written agreement or understanding between an employer or employer association and a labor organization or union which is the exclusive bargaining representative of the employer's or employer association's employees pursuant to the terms of the National Labor Relations Act and which agreement or understanding or predecessor agreement or understanding has been used to determine an occupational title wage rate;

(2) "**Construction**", construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair;

(3) "**Department**", the department of labor and industrial relations;

(4) "**Labor organization**" or "**union**", any entity which has been designated pursuant to the terms of the National Labor Relations Act as the exclusive bargaining representative of employees of employers engaged in the construction industry, which entity or affiliated entity has ever had a collective bargaining agreement which determined an occupational title wage rate;

(5) "**Locality**", the county where the physical work upon public works is performed;

(6) "**Maintenance work**", the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased;

(7) "**Prevailing hourly rate of wages**" or "**prevailing wage rate**", the wages paid generally, to workers engaged in work of a similar character in the locality in which the public works is being performed, including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made to a fund, plan or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the department, insofar as sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions and costs is not less than the rate of pay plus the other amounts as provided herein;

(8) "**Public body**", the state of Missouri or any officer, official, authority, board or commission of the state, or other political subdivision thereof, or any institution supported in whole or in part by public funds;

(9) "**Public works**", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility. It does not include any work done for or by any drainage or levee district;

(10) "**Public works contracting minimum wage**", the wage rate determined by the department pursuant to section 290.257;

(11) "**Workers**", laborers and mechanics.

(L. 1957 p. 574 § 1, A.L. 1965 p. 438, A.L. 1969 S.B. 142, A.L. 2013 H.B. 34, A.L. 2018 H.B. 1729, et al.)

(1981) Industrial development projects are not subject to the Prevailing Wage Act unless the projects constitute "public works" and involve workmen employed by or on behalf of a public body engaged in public works. State ex rel. Ashcroft v. City of Sedalia (Mo. App. W.D.), 629 S.W.2d 578.

8/28/2018

290.220. Policy declared. — It is hereby declared to be the policy of the state of Missouri that a wage of no less than 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 public works, exclusive of maintenance work.

(L. 1957 p. 574 § 2, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.230. Prevailing wage rates required on construction of public works — who is deemed employed upon public works — inapplicability of prevailing wage, when. — 1. (1) Except as otherwise provided in this section, not less than 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.

(2) For all work performed on a Sunday or a holiday, not less than twice 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 purposes of this subdivision, "**holiday**" shall include each of the following:

(a) January first;

(b) The last Monday in May;

(c) July fourth;

(d) The first Monday in September;

(e) November eleventh;

(f) The fourth Thursday in November; and

(g) December twenty-fifth;

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

(3) For all overtime work performed, not less than one and one-half 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

(4) 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.

2. Only workers that are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job shall be deemed to be employed upon public works.

3. Any worker who agrees in writing to volunteer his or her labor without pay shall not be deemed to be employed upon public works, and shall not be entitled to the wage rates required pursuant to sections 290.210 to 290.340. For the purposes of this section, the term "**worker who agrees in writing to volunteer his or her labor without pay**" shall mean a worker who volunteers his or her labor without any promise of benefit or remuneration for such voluntary activity, and who is not a prisoner in any jail or prison facility and who is not performing community service pursuant to disposition of a criminal case against him or her, and is not otherwise employed for compensation at any time in the construction or maintenance work on the same public works for which the worker is a volunteer. Under no circumstances may an employer or a public body force, compel or otherwise intimidate a worker into performing work otherwise paid at a prevailing wage rate or at a public works contracting minimum wage rate as a volunteer.

4. When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workers engaged in

this dual capacity shall be deemed employed directly on public works.

5. (1) The provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less.

(2) The total project cost shall be based upon the entire project and not individual projects within a larger project.

(3) The total project cost shall include the value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project. The total project cost shall additionally include all materials and supplies purchased for the project.

6. A public body shall not divide a project into multiple contracts for the purpose of lowering the total project cost below the threshold described in subsection 5 of this section.

7. For any public works project for which either the engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of sections 290.210 to 290.340 shall apply only to that portion of the project that was in excess of seventy-five thousand dollars.

8. Notwithstanding any provision of law to the contrary, for the purposes of construction of public works for which either the engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of ten thousand dollars or less for all occupational titles, public bodies shall be exempt from any law requiring the use of competitive bids.

(L. 1957 p. 574 § 3, A.L. 2014 H.B. 1594, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.235. On-the-job training periods, use of entry-level workers and apprentices — wages — aggregate limit. — 1. Employers may use entry-level workers and federally registered apprentices for on-the-job training periods. The wage rate for on-the-job training workers shall be equal to fifty percent of the applicable wage rate for a journeyman worker under the appropriate occupational title for a specific locality.

2. The combined total of entry-level workers and federally registered apprentices shall not exceed a one-to-one ratio with the number of journeyman workers in any

occupational title on a public works project subject to sections 290.210 to 290.340.

(L. 2018 H.B. 1729, et al.)

8/28/2018

290.240. Department inquiry into complaints — rulemaking authority. — 1. The department shall inquire diligently into complaints regarding any violation of sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of sections 290.210 to 290.340. Complaints regarding any violation of sections 290.210 to 290.340 shall be filed with the department. The following interested parties are the only parties allowed to file such complaints with the department:

(1) Any decision-making public servant for a public body for which a public works project is being performed, if the complaint is against the contractor or subcontractor for the project;

(2) Any contractor, if the complaint is against his or her subcontractor for work performed on behalf of a public body;

(3) Any subcontractor, if the complaint is against his or her contractor for work performed on behalf of a public body; and

(4) Any worker who alleges a violation of his or her rights under sections 290.210 to 290.340.

2. The department may establish rules and regulations for the purpose of carrying out the provisions of sections 290.210 to 290.340.

(L. 1957 p. 574 § 6, A.L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.250. Applicable wage rates, incorporation into contracts — failure to pay, penalty — complaints of violation, public body or prime contractor to withhold payment — determination of a violation, investigation required — employer's right to dispute — enforcement proceeding permitted, when. — 1. Every public body authorized to contract for or construct public works before advertising for bids or undertaking such construction shall request the department to determine the applicable wage rates in the locality where the work is to be performed. The department shall determine the applicable wage rates in the locality in which the work is to be performed as provided in section 290.257. Such determination or schedule of the wage rates shall be attached to and made a part of the specifications for the

work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract the wage rates in the locality needed to execute the contract. The contractor to whom the contract is awarded and any subcontractor under the contractor shall pay not less than the specified wage rates to all workers employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the specified wage rates shall be paid to all workers performing work under the contract. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the specified wage rates for any work done under the contract, by the contractor or by any subcontractor under the contractor, and the public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. The public body awarding the contract, and its agents and officers, shall take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under the contract, shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. Any contractor may withhold from any subcontractor sufficient sums to cover any penalties withheld by the awarding public body on account of the subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made, the contractor may recover from the subcontractor the amount of the penalty in a suit at law.

2. In determining whether a violation of sections 290.210 to 290.340 has occurred, and whether a penalty shall be imposed pursuant to subsection 1 of this section, the department shall investigate any complaint made by an interested party listed under section 290.240. Upon completing such investigation, the department shall notify the employer of its findings. If the department concludes that a violation of sections 290.210 to 290.340 has occurred and a penalty may be due, the department shall notify the employer of such finding by providing a notice of penalty to the employer. Such penalty shall not be due until forty-five days after the date of the notice of the penalty.

3. The employer shall have the right to dispute such notice of penalty in writing to the department within forty-five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other

arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

4. If the employer fails to pay all wages due as determined by the arbitrator within forty-five days following the conclusion of the arbitration process, or if the employer fails to exercise the right to seek arbitration, the department may then pursue an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer. If the court orders payment of the penalties as prescribed in subsection 1 of this section, the department shall be entitled to recover its actual cost of enforcement from such penalty amount.

5. Nothing in this section shall be interpreted as precluding an action for enforcement filed by an aggrieved employee as otherwise provided in law.

(L. 1957 p. 574 § 4, A.L. 1969 S.B. 142, A.L. 2007 S.B. 339, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.257. Determination of prevailing wage — annual calculation — final determination, when — occupational titles, applicability. — 1. (1) In determining the prevailing wage rate, the department shall accept and consider information submitted in either paper or electronic format regarding local wage rates for construction projects that occurred during the year preceding the annual wage order to be issued, provided that information regarding local wage rates for entry-level workers and federally registered apprentices shall not be considered.

(2) (a) The prevailing wage rate for each occupational title shall be equal to the weighted average wage for that occupational title.

(b) For purposes of this subdivision, the following terms shall mean:

a. "**Reported wage sum**", for each occupational title, the sum of every product of each reported wage rate, which shall include fringe benefits, multiplied by the total number of reportable hours at such wage rate; and

b. "**Weighted average wage**", the reported wage sum for each occupational title divided by the total number of reportable hours for that occupational title.

2. The department shall annually calculate the public works contracting minimum wage in each locality. The public works contracting minimum wage shall be equal to

one hundred twenty percent of the average hourly wage in a particular locality, as determined by the Missouri economic research and information center within the department of economic development, or any successor agency.

3. A final determination of the prevailing hourly rate of wages and the public works contracting minimum wage applicable to every locality to be contained in an annual wage order shall be made annually on or before July 1, 2019, and July first of each year thereafter. The wage order shall remain in effect until superseded by a new annual wage order. The department shall, by March 10, 2019, and March tenth of each year thereafter, make an initial determination of the prevailing wage rate for each occupational title within the locality as well as an initial determination as to the public works contracting minimum wage. Objections may be filed as to any initial determination as provided in section 290.262.

4. (1) If the total number of reportable hours that are paid pursuant to a collective bargaining agreement and the total number of reportable hours that are not paid pursuant to a collective bargaining agreement equal or exceed, in the aggregate, one thousand hours for any particular occupational title within a locality, workers engaged in that occupational title in such locality shall be paid the prevailing wage rate determined by the department pursuant to this section.

(2) If the total number of reportable hours that are paid pursuant to a collective bargaining agreement and the total number of reportable hours that are not paid pursuant to a collective bargaining agreement do not equal or exceed, in the aggregate, one thousand hours for any particular occupational title within a locality, workers engaged in that occupational title in such locality shall be paid the public works contracting minimum wage.

5. For purposes of this section, the term "**reportable hours**" shall mean hours reported by a contractor for work performed under such contractor in a particular occupational title within a particular locality.

6. (1) The different types of occupational titles to which sections 290.210 to 290.340 shall apply shall be limited to, and shall include, all of the following:

(a) Asbestos worker;

(b) Boilermaker;

(c) Bricklayer;

(d) Carpenter, which shall include pile driver, millwright, lather, and linoleum layer;

(e) Cement mason, which shall include plasterer;

(f) Communications technician;

(g) Electrician;

(h) Elevator constructor;

(i) Glazier;

(j) Ironworker;

(k) General laborer, including first semi-skilled laborer and second semi-skilled laborer;

(l) Mason, which shall include marble mason, marble finisher, terrazzo worker, terrazzo finisher, tile setter, and tile finisher;

(m) Operating engineer, which shall include operating engineer group one, operating engineer group two, operating engineer group three, operating engineer group three-A, operating engineer group four, and operating engineer group five;

(n) Outside lineman, lineman operator, groundman, lineman tree trimmer, groundman tree trimmer, and any combination thereof;

(o) Painter;

(p) Plumber, which shall include pipefitter;

(q) Roofer;

(r) Sheet metal worker;

(s) Sprinkler fitter; and

(t) Truck driver, which shall include truck control service driver, truck driver group one, truck driver group two, truck driver group three, and truck driver group four.

(2) Each occupational title listed in subdivision (1) of this subsection shall have the same meaning and description as given to such occupational title in 8 CSR 30-3.060.

(L. 2018 H.B. 1729, et al.)

8/28/2018

290.260. Determination of hourly rate for heavy and highway construction work, when made, where filed, objections, hearing, determination. — 1. The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages for heavy and highway construction work in the localities. In doing so, the department shall accept and consider information regarding local wage

rates that is submitted in either paper or electronic formats. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July first of each year for the Missouri state highways and transportation commission and shall remain in effect until superseded by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

2. A certified copy of the determination so made shall be filed immediately with the secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

3. At any time within thirty days after the certified copies of the determinations have been filed with the secretary of state and the department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

4. Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

5. The department at its discretion may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department, or the objector, or any interested party, thereafter may introduce any evidence that is material to the issues.

6. Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the secretary of state and with the department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

7. This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of chapter 536. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of

the final determination with the secretary of state shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

8. At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536 and be made a party to the proceedings.

9. All proceedings in any court affecting a determination of the department under the provisions of sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

(L. 1957 p. 574 § 8, A.L. 1965 p. 95, A.L. 1969 S.B. 142, A.L. 2013 H.B. 34)

(1962) The function of the court in reviewing decision of industrial commission fixing hourly wage rate is to decide if the determination was authorized by law and supported by competent and substantial evidence upon the whole record. United Bro. of Carpenters, etc. v. Industrial Commission (A.), 363 S.W.2d 82.

8/28/2013

290.262. Determination of hourly rate, certification — objections, hearings — final determination — notice to department by public body, when. — 1. A certified copy of any initial wage determinations made pursuant to section 290.257 shall be filed immediately with the secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

2. At any time within thirty days after the certified copies of the determinations have been filed with the secretary of state and the department, any person who is affected thereby may object in writing to a determination or a part thereof that he or she deems objectionable by filing a written notice with the department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

3. After the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

4. The department at its discretion may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department, or the objector, or any interested party, thereafter may introduce any evidence that is material to the issues.

5. Within twenty days of the conclusion of the hearing, the department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the secretary of state and with the department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

6. This final decision of the department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of chapter 536. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the secretary of state shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

7. At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536 and be made a party to the proceedings.

8. Any annual wage order made for a particular occupational title in a locality, that is based on the number of hours worked under a collective bargaining agreement, may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement which covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subsection, the employee's representative or employer in regard to such collective bargaining agreement shall notify the department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

9. In addition to all other reporting requirements of sections 290.210 to 290.340, each public body which is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the department, on a form prescribed by the department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

(L. 1993 H.B. 638, A.L. 2013 H.B. 34, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.263. Wage rates to equal or exceed federal minimum wage. — The wage rates required to be paid to workers upon public works pursuant to sections 290.210 to 290.340 shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.265. Wage rates posted, where. — A clearly legible statement of all wage rates required to be paid to all workers employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under sections 290.210 to 290.340 and such notice shall remain posted during the full time that any such worker shall be employed on the public works.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.270. Declaration as to wages final — maximum wages and hours not limited. — The finding of the department ascertaining and declaring the prevailing hourly rate of wages and the public works contracting minimum wage shall be final for the locality, unless reviewed under the provisions of sections 290.210 to 290.340. Nothing in sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any worker employed on any public work of more than the prevailing hourly rate of wages or the public works contracting minimum wage. Nothing in sections 290.210 to 290.340 shall be construed to limit the hours of work which may be performed by any worker in any particular period of time.

(L. 1957 p. 574 § 7, A.L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.280. Administration of oaths — subpoenas — enforcement of subpoenas. — The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or on the refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by section 536.077 for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

(L. 1957 p. 574 § 9, A.L. 1961 p. 438)

8/28/1961

290.290. Contractor's payroll records, contents — affidavit of compliance required — signs on motor vehicles and equipment, requirements — temporary stationary sign, when — exception. — 1. The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

2. Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he or she had fully complied with the provisions and requirements of sections 290.210 to 290.340, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

3. Each contractor and subcontractor engaged in any construction of public works shall 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 such public works project during the time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet but the size of the lettering need not be larger than two 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 subsection, at the main entrance of the construction 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.

4. The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

(L. 1957 p. 574 § 5, A.L. 1969 S.B. 142, A.L. 1993 H.B. 416 & 417, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.300. Actions for wages by worker authorized. — Any worker employed by the contractor or by any subcontractor under the contractor who shall be paid for his or her services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

(L. 1957 p. 574 § 10, A.L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.305. Rebates by workers prohibited, exception. — No person, firm or corporation shall violate the wage provisions of any contract contemplated in sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in sections 290.210 to 290.340. Where workers are employed and their rate of wages has been determined as provided in sections 290.210 to 290.340, no person, either on his or her behalf or for

any other person, shall request, demand or receive, either before or after such worker is engaged, that such worker pay back, return, donate, contribute, or give any part or all of said worker's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such worker from procuring or retaining employment, and no person shall, directly or indirectly, pay, request or authorize any other person to violate this section. This section shall not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.315. Deductions from wages, agreement to be written, approval of public body required. — All contractors and subcontractors subject to sections 290.210 to 290.340 shall make full payment of the required wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section shall not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.320. Advertising for bids before wage rates are determined prohibited. — No public body, officer, official, member, agent or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the wage rates in the locality where the work is to be performed as provided in sections 290.210 to 290.340.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.325. Awarding contract or payment without wage rate determination prohibited. — No public body, officer, official, member, agent or representative thereof authorized to contract for public works shall award a contract for the

construction of such improvement or disburse any funds on account of the construction of such public improvement, unless such public body has first had the department determine the rates of wages required to be paid in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.330. Convicted violators of sections 290.210 to 290.340 listed, effect of. — The department after investigation, upon complaint made by an interested party listed under section 290.240 or upon its own initiative, shall file with the secretary of state a list of the contractors and subcontractors who it finds have been prosecuted and convicted for violations of sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of each subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the secretary of state shall be notice to all public bodies and their officers, officials, members, agents and representatives.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.335. Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized. — If it is found that a public body, contractor or subcontractor has not complied with any of the terms of sections 290.210 to 290.340, the department shall give notice of the precise violation in writing to such public body, contractor or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may in writing inform the attorney general of the fact that such notice has been given and that the public body, contractor or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the attorney general shall at the earliest possible time bring suit in the name of the state in the circuit court of the county in

which such public body is located or where any such contractor or subcontractor is engaged in any public works to enjoin the award of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall in any such injunctive action post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have and exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

(L. 1969 S.B. 142)

8/28/1969

290.340. Penalty for violation. — Any officer, official, member, agent or representative of any public body, contractor or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

(L. 1969 S.B. 142)

8/28/1969

290.350. Request for arbitration, when, how made — board to be appointed. — Whenever a dispute exists concerning wages, hours of labor, or conditions of employment of members of a paid fire department of any county, city, town, fire district, or other governmental unit having a population in excess of twenty thousand or located in a county of the first class, and a request for arbitration is made by either party to the dispute, a firemen's arbitration board shall be appointed as provided in sections 290.350 to 290.380. Request for arbitration may be made by written petition signed by at least fifty-one percent of the employees of the fire department or by

resolution of the county commission, council, board, or other governing body having direction and control over the fire department.

(L. 1963 p. 415 § 1)

(1968) As applied to constitutional charter cities, §§ 290.350 and 290.360 are unconstitutional and void as imposing duties upon a municipal officer. State ex rel. Burke v. Cervantes, 423 S.W.2d 791 (Mo.).

8/28/1963

290.360. Board members — selected, how — officers. — The board shall consist of five members, four of whom shall be appointed by the chief executive officer of the county, city, town, fire district, or other governmental unit involved, and shall be qualified voters of the county, city, town, fire district, or other governmental unit involved. Two of these appointments shall be made from a list of four or more, submitted by the employees. If the request for arbitration is initiated by petition of the employees, the petition shall be accompanied by a list of four or more persons. If the request for arbitration is initiated by the county commission, council, board or other governing body having direction and control over the fire department, the chief executive officer of the county, city, town, fire district, or other governmental unit shall mail a copy of the resolution, together with a request for the submission of a list of four or more prospective members of the firemen's arbitration board to representatives of the employees of the fire department. The four members appointed by the chief executive officer shall select the fifth member of the board, who may or may not be a registered voter of the county, city, town, fire district, or other governmental unit involved. The board shall meet and organize as soon as possible after its appointment. The board shall select from its membership a chairman and any other officers it considers necessary, and make rules of procedure governing its hearings.

(L. 1963 p. 415 § 2)

(1968) As applied to constitutional charter cities, §§ 290.350 and 290.360, RSMo, are unconstitutional and void as imposing duties upon a municipal officer. State ex rel. Burke v. Cervantes, 423 S.W.2d 791 (Mo.).

8/28/1963

290.370. Hearing and recommendations of board. — The board shall conduct hearings, with dispatch, for the purpose of hearing evidence relevant to the subject of the dispute, and shall, as soon as practicable, report its findings and recommendations in writing to the chief executive officer of the county, city, town, fire district, or other

governmental unit involved, and to any organization of firemen involved. The report shall be concurred in by at least three members of the board. The recommendation shall be advisory only and shall not be binding upon the county, city, town, fire district, or other governmental unit, or upon the members of the fire department involved.

(L. 1963 p. 415 § 3)

8/28/1963

290.380. Expenses of board members to be paid. — Members of the board shall serve without compensation. All necessary expenses of any hearing conducted by the board members, certified to by all the members of the board, shall be paid by the county, city, town, fire district, or other governmental unit involved.

(L. 1963 p. 415 § 4)

8/28/1963

290.400. Definitions. — As used in sections 290.400 to 290.450 the following words have the meanings indicated unless the context clearly requires otherwise:

(1) "**Commission**", the labor and industrial relations commission of Missouri;

(2) "**Employee**", every woman or man in receipt of or entitled to compensation for labor performed for any employer;

(3) "**Employer**", every person, firm, corporation, agent, manager, representative, contractor, subcontractor, principal or other person having control or direction of any woman or man employed at any labor, or responsible directly or indirectly for the wages of another;

(4) "**Female**", a woman of eighteen years or over;

(5) "**Wage rates**" or "**wages**", any compensation for labor measured by time, piece, or otherwise.

(L. 1963 p. 416 § 1)

8/28/1963

290.410. Employer not to pay female lower wage. — Notwithstanding any other provisions of the law, no employer shall pay any female in his employ at wage rates less than the wage rates paid to male employees in the same establishment for the same quantity and quality of the same classification of work, provided that nothing herein shall prohibit a variation of rates of pay for male and female employees

engaged in the same classification of work based upon a difference in seniority, length of service, ability, skill, difference in duties or services performed, difference in the shift or time of day worked, hours of work, or restrictions or prohibitions on lifting or moving objects in excess of specified weight, or other reasonable differentiation, or factors other than sex, when exercised in good faith.

(L. 1963 p. 416 § 2)

8/28/1963

290.420. Female may register complaint. — Any affected female employee may register with the commission a complaint that the wages paid to her are less than the wages to which she is entitled under sections 290.400 to 290.450.

(L. 1963 p. 416 § 4)

8/28/1963

290.430. Labor and industrial relations commission to mediate wage disputes. — The commission shall take all proceedings necessary to mediate the dispute concerning the payment of any sums alleged to be due and unpaid to the female employees. The commission shall have the power to issue such regulations not inconsistent with the purpose and provisions of sections 290.400 to 290.450, as it deems necessary or appropriate for the administration thereof.

(L. 1963 p. 416 § 5, A.L. 1965 p. 95)

8/28/1965

290.440. Female may recover wages, when — burden of proof. — 1. Any employer who violates section 290.410 is liable to the female employee affected in the amount of the wages of which the female employee is deprived by reason of the violation.

2. Any female employee receiving less than the wage to which she is entitled under sections 290.400 to 290.450 may recover in a civil action the balance of the wages, together with the costs of suit, notwithstanding any agreement to work for a lesser wage.

3. The burden of proof shall be upon the person bringing the claim to establish that the differentiation in rate of pay is based upon the factor of sex and not upon other differences or factors.

(L. 1963 p. 416 §§ 3, 6, 8)

8/28/1963

290.450. Actions to be instituted in circuit court — limitations. — Any action based upon or arising under sections 290.400 to 290.450 shall be instituted in the circuit court within six months after the date of the alleged violation, but in no event shall any employer be liable for any pay due under sections 290.400 to 290.450 for more than thirty days prior to receipt by the employer of written notice of claim thereof from the female employee.

(L. 1963 p. 416 § 7)

8/28/1963

290.460. Powers and duties of commission. — The commission shall carry on a continuing program of education, information, study, and community organization concerning the problems of female employees in seeking, obtaining and holding employment without discrimination on account of sex. The commission's power and duties shall include but not be limited to the following:

(1) Promote in cooperation with the federal government, state, local and private agencies and organizations, programs to eliminate discrimination in employment based solely on sex;

(2) Promote research with the view to reducing barriers based solely on sex in the hire, employment and retention of female employees;

(3) Sponsor and correlate in communities of the state, information and educational programs intended to reduce or abolish discrimination in employment based solely on sex;

(4) Recommend to the governor, from time to time, any specific proposals for legislation as may be deemed necessary and proper for the elimination in employment of discrimination based solely on sex.

(L. 1965 p. 439)

8/28/1965

290.500. Definitions. — As used in sections 290.500 to 290.530, the following words and phrases mean:

(1) "**Agriculture**", farming and all its branches including, but not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural commodities, the raising of livestock, fish and other marine life, bees, fur-bearing animals or poultry and any practices performed by a farmer or on a farm as an incident to or in conjunction with farming operations,

including preparation for market, delivery to storage or to market or to carriers for transportation to market;

(2) "**Director**", the director of the department of labor and industrial relations or his authorized representative;

(3) "**Employee**", any individual employed by an employer, except that the term "employee" shall not include:

(a) Any individual employed in a bona fide executive, administrative, or professional capacity;

(b) Any individual engaged in the activities of an educational, charitable, religious, or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to the organization are on a voluntary basis;

(c) Any individual standing in loco parentis to foster children in their care;

(d) Any individual employed for less than four months in any year in a resident or day camp for children or youth, or any individual employed by an educational conference center operated by an educational, charitable or not-for-profit organization;

(e) Any individual engaged in the activities of an educational organization where employment by the organization is in lieu of the requirement that the individual pay the cost of tuition, housing or other educational fees of the organization or where earnings of the individual employed by the organization are credited toward the payment of the cost of tuition, housing or other educational fees of the organization;

(f) Any individual employed on or about a private residence on an occasional basis for six hours or less on each occasion;

(g) Any handicapped person employed in a sheltered workshop, certified by the department of elementary and secondary education;

(h) Any person employed on a casual basis to provide baby-sitting services;

(i) Any individual employed by an employer subject to the provisions of part A of subtitle IV of title 49, United States Code, 49 U.S.C. §§ 10101 et seq.;

(j) Any individual employed on a casual or intermittent basis as a golf caddy, newsboy, or in a similar occupation;

(k) Any individual whose earnings are derived in whole or in part from sales commissions and whose hours and places of employment are not substantially controlled by the employer;

(l) Any individual who is employed in any government position defined in 29 U.S.C. §§ 203(e)(2)(C)(i)-(ii);

(m) Any individual employed by a retail or service business whose annual gross volume sales made or business done is less than five hundred thousand dollars;

(n) Any individual who is an offender, as defined in section 217.010, who is incarcerated in any correctional facility operated by the department of corrections, including offenders who provide labor or services on the grounds of such correctional facility pursuant to section 217.550;

(o) Any individual described by the provisions of section 29 U.S.C. 213(a) (8);

(4) "**Employer**", any person acting directly or indirectly in the interest of an employer in relation to an employee;

(5) "**Learner and apprentice**", any individual under 20 years of age who has not completed the required training for a particular job. In no event shall the individual be deemed a learner or apprentice in the occupation after three months of training except where the director finds, after investigation, that for the particular occupation a minimum of proficiency cannot be acquired in three months. In no case shall a person be declared to be a learner or apprentice after six months of training for a particular employer or job. Employees of an amusement or recreation business that meets the criteria set out in 29 U.S.C. § 213(a) (3) may be deemed a learner or apprentice for ninety working days. No individual shall be deemed a learner or apprentice solely for the purpose of evading the provisions of sections 290.500 to 290.530;

(6) "**Occupation**", any occupation, service, trade, business, industry, or branch or group of industries or employment or class of employment in which individuals are gainfully employed;

(7) "**Wage**", compensation due to an employee by reason of his employment, payable in legal tender of the United States or checks on banks convertible into cash on demand at full face value;

(8) "**Person**", any individual, partnership, association, corporation, business, business trust, legal representative, or any organized group of persons;

(9) "**Man-day**", any day during which an employee performs any agricultural labor for not less than one hour.

(L. 1990 H.B. 1881 § 1, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.502. Minimum wage rate — increase or decrease, when. — 1. Except as may be otherwise provided pursuant to sections 290.500 to 290.530, effective January 1, 2007, every employer shall pay to each employee wages at the rate of $6.50 per hour, or wages at the same rate or rates set under the provisions of federal law as the prevailing federal minimum wage applicable to those covered jobs in interstate commerce, whichever rate per hour is higher.

2. The minimum wage shall be increased or decreased on January 1, 2008, and on January 1 of successive years, by the increase or decrease in the cost of living. On September 30, 2007, and on each September 30 of each successive year, the director shall measure the increase or decrease in the cost of living by the percentage increase or decrease as of the preceding July over the level as of July of the immediately preceding year of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) or successor index as published by the U.S. Department of Labor or its successor agency, with the amount of the minimum wage increase or decrease rounded to the nearest five cents.

3. Except as may be otherwise provided pursuant to sections 290.500 to 290.530, and notwithstanding subsection 1* of this section, effective January 1, 2019, every employer shall pay to each employee wages at the rate of not less than $8.60 per hour, or wages at the same rate or rates set under the provisions of federal law as the prevailing federal minimum wage applicable to those covered jobs in interstate commerce, whichever rate per hour is higher. Thereafter, the minimum wage established by this subsection shall be increased each year by $.85 per hour, effective January 1 of each of the next four years, until it reaches $12.00 per hour, effective January 1, 2023. Thereafter, the minimum wage established by this subsection shall be increased or decreased on January 1, 2024, and on January 1 of successive years, per the method set forth in subsection 2** of this section. If at any time the federal minimum wage rate is above or is thereafter increased above the minimum wage then in effect under this subsection, the minimum wage required by this subsection shall continue to be increased pursuant to this subsection ***, but the higher federal rate shall immediately become the minimum wage required by this subsection and shall be increased or decreased per the method set forth in subsection 2** for so long as it remains higher than the state minimum wage required and increased pursuant to this subsection.

4. For purposes of this section, the term "**public employer**" means an employer that is the state or a political subdivision of the state, including a department, agency, officer, bureau, division, board, commission, or instrumentality of the state, or a city,

county, town, village, school district, or other political subdivision of the state. Subsection 3**** of this section shall not apply to a public employer with respect to its employees. Any public employer that is subject to subsections 1* and 2** of this section shall continue to be subject to those subsections.

(L. 1990 H.B. 1881 § 2, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2018 Adopted by Initiative, Proposition B, November 6, 2018)

Effective 11-06-18

*Words "subsection (1)" appear in original rolls.

**Words "subsection (2)" appear in original rolls.

***Number "(3)" appears here in original rolls.

****Words "subsection (3)" appear in original rolls.

11/6/2018

290.505. Overtime compensation, applicable number of hours, exceptions. — 1. No employer shall employ any of his employees for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

2. Employees of an amusement or recreation business that meets the criteria set out in 29 U.S.C. 213(a)(3) must be paid one and one-half times their regular compensation for any hours worked in excess of fifty-two hours in any one-week period.

3. With the exception of employees described in subsection (2), the overtime requirements of subsection (1) shall not apply to employees who are exempt from federal minimum wage or overtime requirements including, but not limited to, the exemptions or hour calculation formulas specified in 29 U.S.C. Sections 207 and 213, and any regulations promulgated thereunder.

4. Except as may be otherwise provided under sections 290.500 to 290.530, this section shall be interpreted in accordance with the Fair Labor Standards Act, 29 U.S.C. Section 201, et seq., as amended, and the Portal to Portal Act, 29 U.S.C. Section 251, et seq., as amended, and any regulations promulgated thereunder.

(L. 1990 H.B. 1881 § 3, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2008 H.B. 1883 merged with H.B. 2041)

Effective 6-25-08 (H.B. 2041); 8-28-08 (H.B. 1883)

8/28/2008

290.507. Agriculture, law not applicable. — Sections 290.500 to 290.530 shall not apply to any employee or employer engaged in agriculture, as defined in section 290.500 (A) if such employee is employed by an employer who did not, during any calendar quarter during the preceding calendar year, use more than five hundred man-days of agriculture labor, (B) if such employee is the parent, spouse, child, or other member of his employer's immediate family, (C) if such employee (i) is employed as a hand harvest laborer and is paid on a piece rate basis in an operation which has been, and is customarily and generally recognized as having been, paid on a piece rate basis in the region of employment, (ii) commutes daily from his permanent residence to the farm on which he is so employed, and (iii) has been employed in agriculture less than thirteen weeks during the preceding calendar year, (D) if such employee (other than an employee described in clause (C) of this subsection) (i) is sixteen years of age or under and is employed as a hand harvest laborer, is paid on a piece rate basis in an operation which has been, and is customarily and generally recognized as having been, paid on a piece rate basis in the region of employment, (ii) is employed on the same farm as his parent or person standing in the place of his parent, and (iii) is paid at the same piece rate as employees over age sixteen are paid on the same farm, or (E) if such employee is principally engaged in the range production of livestock.

(L. 1990 H.B. 1881 § 4, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.510. Director may investigate to prove compliance. — The director shall have authority to investigate and ascertain the wages of persons employed in any occupation included within the meaning of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 5, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.512. Gratuities, goods or services as part of wages, effect on minimum wage requirements. — 1. No employer of any employee who receives and retains compensation in the form of gratuities in addition to wages is required to pay wages in excess of fifty percent of the minimum wage rate specified in sections 290.500 to 290.530, however, total compensation for such employee shall total at least the minimum wage specified in sections 290.500 to 290.530, the difference being made up by the employer.

2. If an employee receives and retains compensation in the form of goods or services as an incident of his employment and if he is not required to exercise any discretion in order to receive the goods or services, the employer is required to pay only the difference between the fair market value of the goods and services and the minimum wage otherwise required to be paid by sections 290.500 to 290.530. The fair market value of the goods and services shall be computed on a weekly basis. The director shall provide by regulation a method of valuing the goods and services received by any employee in lieu of the wages otherwise required to be paid under the provisions of sections 290.500 to 290.530. He shall also provide by regulation a method of determining those types of goods and services that are an incident of employment the receipt of which does not require any discretion on the part of the employee.

(L. 1990 H.B. 1881 § 6, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.515. Physical or mental deficiency of employee, wage rate, determined by director, how. — After a public hearing at which any person may be heard, the director shall provide by regulation for the employment in any occupation of individuals whose earning capacity is impaired by physical or mental deficiency at wages lower than the wage rate applicable under sections 290.500 to 290.530. The individuals shall be employed as the director finds appropriate to prevent curtailment of opportunities for employment, to avoid undue hardship, and to safeguard the wage rate applicable under sections 290.500 to 290.530, except that no individual who maintains a production level within the limits required of other employees shall be paid less than the wage rate applicable under sections 290.500 to 290.530. Employees affected or their guardians shall be given reasonable notice of this hearing.

(L. 1990 H.B. 1881 § 7, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.517. Learners and apprentices, wage rate, determined by director, how. — After a public hearing of which individual employees affected must be given reasonable notice, the director shall provide by regulation for the employment in any occupation, at wages lower than the wage rate applicable under sections 290.500 to 290.530, of such learners and apprentices as he finds appropriate to prevent curtailment of opportunities for employment. Such wage rate for learners and apprentices shall be not less than 90 cents less than the minimum wage established by

sections 290.500 to 290.530. At no time may this provision be used for the purpose of evading the spirit and meaning of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 8, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.520. Employer to keep records — director may inspect, records to be confidential. — Every employer subject to any provision of sections 290.500 to 290.530 or any regulation issued under sections 290.500 to 290.530 shall make and keep for a period of not less than three years on or about the premises wherein any employee is employed or at some other premises which is suitable to the employer, a record of the name, address and occupation of each of his employees, the rate of pay, the amount paid each pay period to each employee, the hours worked each day and each workweek by the employee and any goods or services provided by the employer to the employee as provided in section 290.512. The records shall be open for inspection by the director by appointment. Where the records required under this section are kept outside the state, the records shall be made available to the director upon demand. Every such employer shall furnish to the director on demand a sworn statement of time records and information upon forms prescribed or approved by the director. All the records and information obtained by the department of labor and industrial relations are confidential and shall be disclosed only on order of a court of competent jurisdiction.

(L. 1990 H.B. 1881 § 9, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.522. Summary of law and wage rate, employer to post, how. — Every employer subject to any provision of sections 290.500 to 290.530 or of any regulations issued under sections 290.500 to 290.530 shall keep a summary of sections 290.500 to 290.530, approved by the director, and copies of any applicable wage regulations issued under sections 290.500 to 290.530, or a summary of the wage regulations posted in a conspicuous and accessible place in or about the premises wherein any person subject thereto is employed. Employers shall be furnished copies of the summaries and regulations by the state on request without charge.

(L. 1990 H.B. 1881 § 10, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.523. Rulemaking authority. — The department may, in accordance with chapter 536, promulgate such rules and regulations as are necessary for the enforcement and administration of sections 290.500 to 290.530. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul* a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2008, shall be invalid and void.

(L. 2008 H.B. 1883 merged with H.B. 2041)

*Word "annual" appears in original rolls of H.B. 1883, 2008.

8/28/2008

290.525. Violations — penalty. — Any employer who hinders the director in the performance of his duties in the enforcement of sections 290.500 to 290.530 by any of the following acts is guilty of a class C misdemeanor:

(1) Refusing to admit the director to any place of employment;

(2) Failing to make, keep and preserve any records as required under the provisions of sections 290.500 to 290.530;

(3) Falsifying any record required under the provisions of sections 290.500 to 290.530;

(4) Refusing to make any record required under the provisions of sections 290.500 to 290.530 accessible to the director;

(5) Refusing to furnish a sworn statement of any record required under the provisions of sections 290.500 to 290.530 or any other information required for the proper enforcement of sections 290.500 to 290.530 to the director upon demand;

(6) Failing to post a summary of sections 290.500 to 290.530 or a copy of any applicable regulation as required;

(7) Discharging or in any other manner discriminating against any employee who has notified the director that he has not been paid wages in accordance with the provisions of sections 290.500 to 290.530, or who has caused to be instituted any proceeding under or related to sections 290.500 to 290.530, or who has testified or is about to testify in any such proceeding;

(8) Paying or agreeing to pay wages at a rate less than the rate applicable under sections 290.500 to 290.530. Payment at such rate for any week or portion of a week constitutes a separate offense as to each employee;

(9) Otherwise violating any provisions of sections 290.500 to 290.530.

Each day of violation constitutes a separate offense.

(L. 1990 H.B. 1881 § 11, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.527. Action for underpayment of wages, employee may bring — limitation. — Any employer who pays any employee less wages than the wages to which the employee is entitled under or by virtue of sections 290.500 to 290.530 shall be liable to the employee affected for the full amount of the wage rate and an additional amount equal to twice the unpaid wages as liquidated damages, less any amount actually paid to the employee by the employer and for costs and such reasonable attorney fees as may be allowed by the court or jury. The employee may bring any legal action necessary to collect the claim. Any agreement between the employee and the employer to work for less than the wage rate shall be no defense to the action. All actions for the collection of any deficiency in wages shall be commenced within three years of the accrual of the cause of action.

(L. 1990 H.B. 1881 § 12, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2018 Adopted by Initiative, Proposition B, November 6, 2018)

Effective 11-06-18

11/6/2018

290.528. Minimum wage and employment benefits, limitations on political subdivisions. — 1. As used in this section, the following terms shall mean:

(1) "**Employee**", an individual employed in this state by an employer;

(2) "**Employer**", any individual, sole proprietorship, partnership, limited liability company, corporation, or any other entity that is legally doing business in this state;

except that, the term "employer" shall not include any public employer, as defined in section 285.525;

(3) "**Employment benefits**", anything of value that an employee may receive from an employer in addition to wages and salary. The term includes, but is not limited to, health, disability, retirement, profit-sharing, and death benefits; group accidental death and dismemberment benefits; paid or unpaid days off from work for holidays, sick leave, vacation, and personal necessity; and terms of employment, attendance, or leave policies;

(4) "**Political subdivision**", any municipality, special district, local governmental body, county, city, town, or village.

2. Notwithstanding any other provisions of law to the contrary, no political subdivision shall establish, mandate, or otherwise require an employer to provide to an employee:

(1) A minimum or living wage rate; or

(2) Employment benefits;

that exceed state laws, rules, or regulations. Sections 290.500 to 290.530 shall preempt and nullify all political subdivision ordinances, rules, and regulations currently in effect or later enacted relating to the establishment or enforcement of a minimum or living wage or the provision of employment benefits that exceed state laws, rules, or regulations.

(L. 1990 H.B. 1881 § 13, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2017 H.B. 1194 & 1193)

8/28/2017

290.529. Severability clause. — Except in the circumstances set forth in section 290.523, all the provisions of sections 290.500 to 290.530 are severable. If any provision, including any section, subsection, subdivision, paragraph, sentence, or clause, of sections 290.500 to 290.530, or the application thereof to any person or circumstance, is found by a court of competent jurisdiction to be invalid, unconstitutional, or unconstitutionally enacted, such decision shall not affect other provisions or applications of sections 290.500 to 290.530 that can be given effect without the invalid, unconstitutional, or unconstitutionally enacted provision or application.

(L. 2018 Adopted by Initiative, Proposition B, November 6, 2018)

Effective 11-06-18

11/6/2018

290.530. Law not to interfere with collective bargaining rights. — Nothing in sections 290.500 to 290.530 shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum under the provisions of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 14, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.550. Definitions. — As used in sections 290.550 to 290.580, the following terms mean:

(1) "**Laborers from nonrestrictive states**", persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the labor and industrial relations commission;

(2) "**Missouri laborer**", any person who has resided in Missouri for at least thirty days and intends to become or remain a Missouri resident;

(3) "**A period of excessive unemployment**", any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures;

(4) "**Public works**", projects defined as public works pursuant to section 290.210.

(L. 1993 H.B. 416 & 417 § 1)

8/28/1993

290.555. Law to apply to certain projects. — Sections 290.550 to 290.580 apply to all labor on public works projects or improvements, whether skilled, semiskilled or unskilled, and whether manual or nonmanual except work done directly by any public utility company and not let to contract.

(L. 1993 H.B. 416 & 417 § 2)

8/28/1993

290.560. Certain laborers to be used on public works projects, when — contract provisions — exceptions. — Whenever there is a period of excessive unemployment in this state, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement for the state or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement, and every contract let by any such person shall contain a provision requiring that such labor be used, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

(L. 1993 H.B. 416 & 417 § 3)

8/28/1993

290.565. Law not to apply to certain personnel. — The provisions of sections 290.550 to 290.580 shall not apply to regularly employed nonresident executive, supervisory or technical personnel.

(L. 1993 H.B. 416 & 417 § 4)

8/28/1993

290.570. Federal projects, statutes not enforced, when. — In all contracts involving the expenditure of federal aid funds, sections 290.550 to 290.580 shall not be enforced in such manner as to conflict with any federal statutes or rules and regulations.

(L. 1993 H.B. 416 & 417 § 5)

8/28/1993

290.575. Penalties for failure to use certain laborers, when. — Any person who knowingly fails to use Missouri laborers or laborers from nonrestrictive states as required in section 290.560 shall be guilty of an infraction. Each separate case of failure to use Missouri laborers or laborers from nonrestrictive states on such public works projects or improvements shall constitute a separate offense.

(L. 1993 H.B. 416 & 417 § 6)

8/28/1993

290.580. Department to enforce law — injunctive relief, when. — Sections 290.550 to 290.580 shall be enforced by the department of labor and industrial relations, which, as represented by the attorney general, is empowered to sue for injunctive relief

against the awarding of any contract or the continuation of any work under any contract for public works or improvements at a time when the provisions of sections 290.550 to 290.580 are not being met.

(L. 1993 H.B. 416 & 417 § 7)

8/28/1993

***290.590. Labor organization membership, dues, and fees not required as condition of employment — definitions — violations, penalty — investigation of complaints — inapplicability, when. —** 1. As used in this section, the following terms shall mean:

(1) "**Employer**", any individual, organization, partnership, state agency, political subdivision, corporation, or other legal entity which employs or has employed one or more individuals performing services for the entity within this state; and

(2) "**Labor organization**", any organization of any kind or agency, or employee representation committee or union which exists for the purpose in whole or in part of dealing with employers concerning wages, rates of pay, hours of work, other conditions of employment, or other forms of compensation.

2. No person shall be required as a condition or continuation of employment to:

(1) Become, remain, or refrain from becoming a member of a labor organization;

(2) Pay any dues, fees, assessments, or other similar charges however denominated of any kind or amount to a labor organization; or

(3) In lieu of the payments listed under subdivision (2) of this subsection, pay to any charity or other third party any amount equivalent to, or on a pro rata basis, any dues, fees, assessments, or other charges required of members of a labor organization.

3. Any agreement, understanding, or practice, written or oral, implied or expressed, between any labor organization and employer that violates the rights of employees as guaranteed under this section is unlawful, null and void, and of no legal effect.

4. Any person who violates or directs another to violate any provision of this section shall be guilty of a class C misdemeanor.

5. (1) Any person injured as a result of any violation or threatened violation of this section shall be entitled to injunctive relief against any and all violators or persons threatening violations.

(2) Any person injured as a result of any violation or threatened violation of this section may recover any and all damages of any character resulting from such

violation or threatened violation including costs and reasonable attorney fees. Such remedies shall be independent of and in addition to the other penalties and remedies prescribed under this section.

6. The prosecuting attorney or circuit attorney with jurisdiction over the location where a violation or threatened violation of this section occurs or the attorney general of this state shall investigate complaints of violation or threatened violation of this section, prosecute any person violating this section, and use all means at their command to ensure the effective enforcement of this section.

7. This section shall not apply:

(1) To employers and employees covered by the federal Railway Labor Act;

(2) To federal employers and employees;

(3) To employers and employees on exclusive federal enclaves;

(4) Where this section conflicts with or is preempted by federal law; or

(5) To any agreement between an employer and a labor organization entered into before August 28, 2017, but shall apply to any such agreement upon its renewal, extension, amendment, or modification in any respect after August 28, 2017.

(L. 2017 S.B. 19, Rejected by Referendum, Proposition A, August 7, 2018)

*Revisor's Note: On February 21, 2017, a petition for referendum (Chapter 116, RSMo) on Senate Substitute No. 2 for Senate Bill No. 19 was received by the Secretary of State's Office. On March 28, 2017, the official ballot title was certified by the Secretary of State (Section 116.180, RSMo) and approved for circulation in accordance with Article III, Section 52(a). On August 18, 2017, the Secretary of State's Office received 163 boxes of referendum petitions for Senate Substitute No. 2 for Senate Bill No. 19. On November 22, 2017, the Secretary of State issued a certificate of sufficiency certifying the referendum petition. The referendum petition was to be placed on the November 6, 2018, ballot unless a different date was designated by the General Assembly. The General Assembly, in SCR 49 enacted on May 24, 2018, designated the referendum vote to be held on August 7, 2018. The measure was rejected by referendum, Proposition A, on August 7, 2018.

8/28/2017

In accordance with Section **3.090**, the language of statutory sections enacted during a legislative session are updated and available on this website **on the effective date** of such enacted statutory section.

- **Other Links**
- **Other Information**

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Our flag's story

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DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

PREVAILING WAGE PROJECT NOTIFICATION – CONTRACTOR INFORMATION

☐ New ☐ Update

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

1. Date of Notification	2. Annual Wage Order Number Included in Bid Specifications	
3. Popular or Descriptive Name of Project		
4. Estimated Project Cost of Completion *(total construction contracts to be awarded)* $		
5. Exact Location of Project County	City	
6. Official Name of Public Body or Agency		
7. Name of Contact Person	8. Phone Number *(include area code)*	
9. Address		
10. Email Address	Website	
11. Contract Award Date	12. Estimated Date of Project Completion	13. Will There Be Any Federal Funds Used in this Contract? ☐ Yes ☐ No

14. Contractor Information Notification

General Contractor:

Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ Email Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

List all Subcontractors:

1. Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ Email Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

2. Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ Email Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

3. Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ Email Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

(Subcontractors continued)

4. Name _____
   Address _____
   City _____ State _____ ZIP _____
   Phone Number _____ Email Address _____
   Type of Craftsmen Needed by Project _____
   Scope of Work _____

5. Name _____
   Address _____
   City _____ State _____ ZIP _____
   Phone Number _____ Email Address _____
   Type of Craftsmen Needed by Project _____
   Scope of Work _____

6. Name _____
   Address _____
   City _____ State _____ ZIP _____
   Phone Number _____ Email Address _____
   Type of Craftsmen Needed by Project _____
   Scope of Work _____

7. Name _____
   Address _____
   City _____ State _____ ZIP _____
   Phone Number _____ Email Address _____
   Type of Craftsmen Needed by Project _____
   Scope of Work _____

8. Name _____
   Address _____
   City _____ State _____ ZIP _____
   Phone Number _____ Email Address _____
   Type of Craftsmen Needed by Project _____
   Scope of Work _____

9. Name _____
   Address _____
   City _____ State _____ ZIP _____
   Phone Number _____ Email Address _____
   Type of Craftsmen Needed by Project _____
   Scope of Work _____

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or Email completed form to: DIVISION OF LABOR STANDARDS
Attn: Prevailing Wage Section
P.O. Box 449, Jefferson City, MO 65102-0449
Phone: 573-751-3403 Fax: 573-751-3721
Email: prevailingwage@labor.mo.gov
Website: www.labor.mo.gov/DLS

SUBMIT

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711

PW-2-2 (05-16) AI

DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

_____
Signature

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

My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

PW-4 (07-14) AI

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

ADDENDUM NUMBER ___

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

[NOTE: Add Month/Date/Year for which this Addendum is officially posted by City. Be certain to remove this note before final document is printed.]

ISSUE DATE: _____

[NOTE: Addenda are used to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda prior to opening of bids. Items should be organized in the same order as the original bidding documents Table of Contents. Cite the specific bidding document and the specific location within it where each change is to be made followed by the detailed change. If entire pages or documents are replaced or added as accompanying attachments, state the title of the document and the specific page number(s) removed and/or added. (e.g., Delete Section 01011 - Summary pages 1-6 and add the attached Section 01011 - Summary pages 1-10.). Be certain to remove this note before final document is printed.]

[NOTE: Add Month/Date/Year. Be certain to remove this note before final document is printed.]

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on _____, are amended as follows:

[NOTE: If the bid date is being changed add Month/Day/Year; if not, delete this sentence. Be certain to remove this note before final document is printed.]

The Bid date for this Project stated in Document 00130 - Invitation to Bid shall be changed to: 2:00 PM, on _____**.**

Information to Bidders The following is provided to Bidders for information only:

[NOTE: Include items under this heading such as Pre-bid meeting attendance list, soils report, etc.; items that should not be contractual, but are useful information to Bidders. Delete this heading and introduction if not applicable for this Addendum. Be certain to remove this note before final document is printed.]

1.

2.

[NOTE: Include Bidder/Proposer questions and answers to those questions. If questions are resolved by a contractual change, reference the contract section and make the appropriate change in one of the sections below. Delete this heading and table if not applicable for this Addendum. Be certain to remove this note before final document is printed.]

Q1.	
A1.	
Q2.	
A2.	

Q3.	
A3.	

[NOTE: Under the following sections, include changes to those documents under the heading with this same title found in Document 00010 - Table of Contents, (including changes to previous addenda). Format for revisions provided below. Delete sections if not applicable to this addendum. Be certain to remove this note before final document is printed.]

Bidding Requirements

1. Add the following section(s):
    a. Document, Sec. __, Subparagraph __, Page ___
    b. Document, Sec. __, Subparagraph __, Page ___

[OR]

2. Delete the following section(s):
    a. Document, Sec. __, Subparagraph __, Page ___
    b. Document, Sec. __, Subparagraph __, Page ___

[OR]

3. Delete and replace the following section(s):
    a. Delete Document, Sec. __, Subparagraph __, Page ___ and replace with the following Document, Sec. __, Subparagraph __, Page ___:
    b. Delete Document, Sec. __, Subparagraph __, Page ___ and replace with the following Document, Sec. __, Subparagraph __, Page ___:

Contracting Requirements

1.

2.

Specifications

1.

2.

Drawings:

1.

2.

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

REQUEST FOR INTERPRETATION

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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:_____ Signed:_____
Design Professional Owner's Representative

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

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

REQUEST FOR INTERPRETATION LOG

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

CONTRACTOR _____

OWNER _____

RFI No.	Issue Date	Brief Description of issue and response	Respond Date

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

SUPPLEMENTAL DESIGN INSTRUCTION

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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 _____

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

REQUEST FOR PROPOSAL

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

To Contractor _____

From: _____ RFP No _____ Issue Date: _____

Please submit an itemized proposal for changes in the Contract Price and Contract Times for proposed modifications to the Contract Documents described herein. Submit proposal within _____ days, or notify the Owner in writing of the date on which you anticipate submitting your proposal.

This is NOT a Change Order, a Work Change Directive or a direction to proceed with the work described in the proposed modifications.

Description:

❑ Attachments

Prepared by Design Professional

Prepared by Construction Manager

REQUESTED by OWNER'S Representative

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

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

REQUEST FOR PROPOSAL LOG

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

CONTRACTOR _____

OWNER _____

RFP No.	Issue Date	Brief Description of Request	Respond Date	Amount	CO No.

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CHANGE ORDER

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

Change Order No: _____ Date of Issuance: _____

Ordinance No: _____ Ordinance Effective Date: _____

Contract Notice To Proceed Date: _____

To CONTRACTOR:

The Contract is changed as follows: _____

This Change Order constitutes compensation in full on behalf of the Contractor and its subcontractors and suppliers for all costs, including impact costs and extended general conditions, and markups directly and indirectly attributable to the Work changes ordered herein, for all delays related thereto and for performance of the changes within the time stated. Contractor hereby releases all claims for delay, interruption, extended general conditions, impact and cumulative impact claims for this Work.

[**Note**: Identify the specific attachments; example:"Attachment A, Additional Scope of Services." Delete **all** notes before printing final]

☐ See Attached Document(s).

[**Note:** If the CO does not change the Contract Price, use "Director" instead of "Director of Finance"]

Not valid until signed by the Director of Finance.

The original Contract Price was	$0.00
Net change by previously authorized Change Orders	$0.00
The Contract Price prior to this Change Order was	$0.00
The Contract Price will be (☐ increased by) (☐ decreased by) (☐ unchanged)	$0.00
The new Contract Price including this Change Order will be	$0.00
[Note: If revised, establish and enter new dates. If unchanged, enter current contract dates.	
If you are only changing the Final Completion date, add the following reference:	
"The Contract Time for Final Completion will be . . ."]	
The Contract Time will be (☐ increased by) (☐ decreased by) (☐ unchanged)	( ) calendar days
The date of Substantial Completion as of the date of this Change Order therefore is	Enter Date
The date of Final Completion as of the date of this Change Order therefore is	Enter Date

Project No. & Title
Change Order No.
[**Note:** Include any required additional signatures.]

DESIGN PROFESSIONAL:	**By:** **Title:**	**Date:**
CONTRACTOR:	**By:** **Title:**	**Date:**
CITY:	**By** **Title:**	**Date:**

Approved as to form: _____
Assistant City Attorney

[**Note**: If this CO does not change the Contract Price, delete the cert. of funds by Finance Director but send signed copy to Finance.]

I certify there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation.

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.

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

WORK CHANGE DIRECTIVE

Project/Contract Number: 80002042/9292

Project Title: Water Main Replacement in the area of N. Cherry Drive to N. Harrison Drive, NE 79th Street to NE 102nd Terrace

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	❑ CONTRACTOR's Records
❑ Lump Sum	❑ DESIGN PROFESSIONAL's Records
❑ As Stipulated in General Conditions	❑ City's Records
❑ Other _____	❑ Other _____
Estimated increase (decrease) in Contract Price:	Estimated increase (decrease) in Contract Times:
$ _____	Substantial Completion: _____ days;
If the change involves an increase, the estimated Amount is not to be exceeded without further authorization.	Final Completion: _____ days. If the change involves an increase, the estimated times are not to be exceeded without further authorization.

Recommended:	Recommended:	Recommended:
DESIGN PROFESSIONAL	Construction Manager	City
By (Authorized Signature)	By (Authorized Signature)	By (Authorized Signature)

Distribution:
❑ City
❑ Contractor
❑ Construction Manager
❑ Design Professional
❑ Consultant
❑ Other

WORK CHANGE DIRECTIVE ("WCD") INSTRUCTIONS

[Note: Do not attach these instructions to the WCD Form]

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order. If the WCD may result in an increase in the Contract Price, a contract impact cost analysis must be performed prior to issuing the WCD. Availability of funds and authorization to expend funds must be part of the analysis.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the Contract Times a Supplemental Design Instruction may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Based on conversations between Design Professional, City's Representative and CONTRACTOR, Design Professional must complete the following:

DESCRIPTION: shall include a summary of the Work included in the WCD. Additional information may be attached to the WCD to further define the scope.

PURPOSE OF WORK CHANGE DIRECTIVE: will identify clearly if the Work included in the WCD is an addition, deletion, revision, or some combination.

ATTACHMENTS: shall identify all attachments included in and made a part of the WCD. Be certain that attachments are clearly labeled.

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another WCD must be issued to change the estimated price. Do not leave blank spaces or write "To be determined" (or "TBD"). An estimated dollar figure must be assigned to the Work. If the WCD is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "No Change in Price".

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decrease in Contract Times. If the change involves an increase in the Contract Times and the estimated times are approached before the additional or changed Work is completed, another WCD must be issued to change the times or CONTRACTOR may stop the changed Work when the estimated times are reached. Do not leave blank spaces or write "To be determined" (or "TBD"). If the WCD is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked "No Change in Times".

Once Design Professional has completed and signed the form, all copies should be sent to CITY for authorization because Design Professional does not have authority to authorize changes in Price or Times. Once authorized by CITY, a copy must be sent by Design Professional to CONTRACTOR. Price and Times may only be changed by Change Order signed by CITY, Design Professional, and CONTRACTOR. If the value of the work included in the WCD exceeds the contingency or budget available for the contract, staff must obtain written approval from the Director or his or her designee before the WCD is issued. A Director or his or her designee may not approve a WCD that will exceed City Council authorization. If the work included in the WCD is needed as a result of an emergency, staff may proceed with the issuance of the WCD without

prior written approval even if the value of the work added is expected to exceed the contract contingency balance.

Once the Work covered by this directive is completed or final cost and times are determined. CONTRACTOR must submit proper documentation for inclusion in a Change Order.

IF THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES A CHANGE ORDER, IF ANY, MUST BE PROCESSED PROMPTLY.

SECTION 02190 - DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. This section covers miscellaneous site demolition (i.e., curbs, gutters, sidewalks, pavement, fencing, structures, etc...) and the disposal of the demolition debris associated with the Work.

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 indicated in the Contract Drawings.

1.03 RELATED SECTIONS

A. Section 00700 – General Conditions.
B. Section 01015 – Specific Project Requirements.
C. Section 02575 – Surface Restoration.
D. Section 02676 – Sewer Line Cleaning.
E. Section 02949 – Tree Protection, Removal and Replacement.

1.04 CODES AND STANDARDS

A. All applicable OSHA standards.

1.05 DEFINITIONS

A. Demolition Debris:
   1. Site clearing debris, materials resulting from excavation, building demolition and waste materials from the construction of buildings. Demolition debris includes, but is not limited to, concrete, asphalt, brick, reinforcing steel, existing pipe and fittings.
   2. Demolition debris shall not include environmental pollutants, hazardous substances, contaminated products, by-products, samples or waste materials of any kind that are regulated under environmental laws.
   3. Demolition debris shall not include waste material resulting from sewer cleaning activities. This material shall be disposed in accordance with Section 02676 – Sewer Line Cleaning.
B. Earthen and Rock Materials – Soil, rock and gravel are not considered demolition debris and shall be disposed of in accordance with Section 02200 – Earthwork.

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. Other Submittals:
   1. Landfill Information – The Contractor shall submit for approval all proposed landfill sites to be used for the disposal of demolition debris. Submittals shall include a copy of the permit authorizing disposal at each landfill and whether the

landfill is within or outside the corporate city limits of the City of Kansas City, Missouri.

1.08 QUALITY ASSURANCE

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

1.09 MATERIAL DELIVERY, STORAGE AND HANDLING

A. As specified in the Contract documents.

1.10 APROVED LANDFILLS

A. All demolition debris shall be disposed of at a legal landfill or at a site where dumping of such materials is allowed under federal, state and local laws.
B. Legal landfills for demolition debris are permitted by the Kansas City Board of Zoning Adjustment. For further information on approved dumpsites contact the City Planning and Development Department:

Development Management Division
Phone: (816) 513-1500.

C. No demolition work shall be initiated until the landfill to be used for disposal has been approved in accordance with paragraph 1.07 SUBMITTALS.

1.11 USE OF UNAUTHORIZED LANDFILLS

A. The disposal of demolition debris in an unauthorized landfill (whether intentional or inadvertent) is a violation of local ordinances and is prohibited. Failure to immediately remedy such a violation will be a considered a failure of the Contractor to perform the Work in accordance with the Contract Documents.
B. In the event of such a violation, the Contractor shall be subject to all local ordinance penalties.
C. If illegal dumping is suspected, the City will provide notice of the violation to the Contractor in accordance with Section 00700 – General Conditions, Article 17.
D. Upon receipt of the notification, the Contractor shall have five (5) working days to submit documentation that an authorized landfill was used or to submit a Remediation Plan to correct the violation.
E. Remediation Plan:
    1. The Contractor shall submit a plan and schedule to relocate the demolition debris from the unauthorized landfill to an approved landfill and restore the unauthorized landfill to its previous condition.
    2. Upon approval of the plan by the City, the Contractor shall have no more than 15 calendar days to complete the work associated with the Remediation Plan.
F. The work associated with the Remediation Plan and all penalties assessed for the violation is the sole responsibility of the Contractor. No additional payment will be made by the City and no adjustments to the Project Schedule will be made.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 DEMOLITION

A. Remove existing structures, materials and debris as required to perform the Work and to install the improvements as shown on the Drawings.

B. Equipment and Materials to be returned to the City:
   1. Equipment and materials that are to be removed and returned to the City shall be as specified in Section 01015 – Specific Project Requirements.
   2. Carefully remove or dismantle, in a manner to avoid damage, all materials and equipment indicated to be relocated or returned to the City.
   3. Any material or equipment which is specified or indicated to be relocated or returned to the City that is damaged by the Contractor, an assessment of condition/damage shall be made by the City/Design Professional and it shall be repaired or replaced at the Contractor's sole expense.

C. Re-use of Materials and Equipment:
   1. Equipment and materials that are to be re-used on the Project shall be as specified in Section 01015 – Specific Project Requirements.
   2. Remove and store in a manner to avoid damage, staining and corrosion of materials; refurbish materials and equipment as required and reinstall as indicated in the Contract Documents.

D. Materials not indicated or specified to be reused, relocated or returned to the City shall become the property of the Contractor and shall be disposed of as specified in this Section.

E. Perform demolition work in such a manner to protect existing facilities, utilities, structures and property which are to remain, against damage from the Contractor's operations. Existing structures within or adjacent to the Site which are not to be removed or demolished shall be protected by the Contractor during construction. All private facilities, such as water service lines or sanitary sewer service laterals, which are disturbed or damaged by the Contractor's work shall be repaired by the Contractor prior to the close of the workday. The temporary repair shall be made in a manner sufficient to restore utility service to that property. The permanent repair shall be made the next calendar day.

F. Make provisions for temporarily accommodating flows in existing facilities that are to be relocated or disturbed.

G. Take precautions to guard against movement or settlement and provide shoring and bracing as necessary.

H. If at any time the safety of the existing structure to remain is endangered, cease operations, notify the City/Design Professional and do not resume operations until receiving the City's/Design Professional's approval.

I. Remove concrete by jack hammering, sawing, core drilling or other approved method.

J. Remove existing pavement by jack hammering, sawing, digging or other approved methods. Pavement shall be sawed at points where indicated on the Drawings. If not indicated on the Drawings, pavement shall be sawed at points to meet the requirements of applicable permits and the requirements of Section 02575 - Surface Restoration.

END OF SECTION

SECTION 02200 – EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. This section covers earthwork associated with general excavation, backfill and compaction required for the Work.

B. This section also covers the handling, storage, transportation and disposal of all excavated material; sheeting and shoring, subgrade preparation, dewatering as necessary or required, protection of adjacent property, construction of fills and embankments, surfacing and grading; and other appurtenant work.

C. Additional requirements for excavation, backfill and compaction for trenching can be found in Section 02250 – Trenching, Pipe Embedment and Backfill.

1.02 SPECIFICATION MODIFICATIONS

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 02180 – Clearing and Grubbing.
E. Section 02190 – Demolition.
F. Section 02250 – Trenching, Pipe Embedment and Backfill.
G. Section 02230 – Geotextiles.
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 D698	Standard Test Methods for Laboratory Compaction Characteristics of Soils Using Standard Effort (12,400 ft-lbf/ft3).
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
ASTM D4546	Standard Test Method for One-Dimensional Swell or Collapse of Soils.
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

C. City of Kansas City, Missouri Department of Public Works, Construction and Material Specifications (http://kcmo.gov/publicworks/design-construction-standards/) KCMO PW 2202, Subsection 2202, Untreated Compacted Aggregate.
D. Kansas Department of Transportation, Standard Specification and Construction Manual, Division 1100, Aggregates.
E. Missouri Department of Transportation, Missouri Standard Specifications for Highway Construction, Division 1000, Materials Details.

1.05 DEFINITIONS

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

1.06 INFORMATION PROVIDED BY THE CITY

A. As provided in the Contract Documents.

1.07 SUBMITTALS

A. Submit as specified in Section 01300 – Submittals.
B. Shop Drawings:
   1. Sheeting and Shoring Plan – Prior to excavation, the Contractor shall submit a shoring design that is signed and sealed by a registered professional engineer in the State of Missouri for all excavations greater than twenty (20) feet in depth (in accordance with 29 CFR Past 1926 - OHSA Subpart P - Excavations and Trenches). 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. Moisture-density (Proctor) test results.
   5. 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 1.08.
   2. Blasting (as applicable):
      (a) Pre-blast survey.
      (b) Monitoring Plan.
      (c) Permit for blasting.
      (d) Post-blast survey.

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 for quality and properties of all Contractor-secured materials, including borrow materials proposed for use, shall be performed by an independent, state-certified, commercial laboratory retained and compensated by the Contractor and approved by the City/Design Professional.

2. All work associated with QUALITY ASSURANCE shall be included in the Bid Price and will be incidental to the Work. No separate measurement or payment will be made.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

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

1.10 EXISTING UTILITES

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

PART 2 - PRODUCTS

2.01 MATERIALS ENCOUNTERED

A. Suitable Materials – Materials suitable for use in backfill, fill and embankment include job excavated or borrow material that is free of debris, roots, organic matter, frozen matter and shale particles/rock/stone or gravel with all dimensions less than 2 inches:
   1. Cohesion-less materials include gravels, gravel-sand mixtures, sands and gravelly sands; generally exclusive of clayey and silty material with the following properties:
      (a) Free-draining.
      (b) Impact compaction will not produce a well-defined moisture-density relationship curve.
      (c) Maximum density by impact methods will generally be less than by vibratory methods.
      (d) Generally less than 15% by dry weight of soil particles pass a No. 200 sieve.
   2. Cohesive materials include materials made up predominately of silts and clays generally exclusive of sands and gravel with the following properties:
      (a) Impact compaction will produce a well-defined moisture-density relationship curve.
      (b) Are not free draining.
B. Unsuitable Materials – Materials unsuitable for use in backfill, fill and embankment include all material that contains debris, roots, organic matter, frozen matter, shale particles/rock/stone or gravel with any dimension greater than 2 inches.

Additionally, as determined by the City/Design Professional, any other materials that are too wet or otherwise unsuitable for providing a stable subgrade or stable foundation for structures or trenches.

C. Material used for embankment or fill:
   1. For soils used below structural elements (such as: footings, slabs, pavements and mats), the portion of material passing the No. 40 sieve shall have a liquid limit not exceeding 40 and a plasticity index not exceeding 25 when tested in accordance with ASTM D4318.

2.02 TOPSOIL

A. On-Site Topsoil – Surface soil stripped and stockpiled on site and modified as necessary to meet the requirements specified herein. When available, topsoil must be existing surface soil stripped and stockpiled on the Site.

B. Off-Site Topsoil – Conform to requirements specified herein. Additional topsoil must be furnished by the Contractor.

C. Composition – Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than 1- inch diameter, brush, weeds, toxic substances and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7.

D. Topsoil shall be of a quality at least equal to the existing topsoil in adjacent areas, free from trash, stones, debris and well suited to support plant growth.

2.03 SOIL CONDITIONS

A. All Materials encountered, regardless of type, character composition and condition shall be considered "unclassified" for the purpose of payment. Determine quantity of various materials to be excavated prior to submitting Bid. Rock encountered shall be handled at no extra cost to City.

2.04 WASTE MATERIALS

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

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

C. Dispose of Demolition Debris in accordance with Section 02190 – Demolition. Dispose of other waste materials in accordance with Paragraph DISPOSAL OF EXCAVATED MATERIALS.

2.05 BORROW MATERIALS

A. Suitable fill materials, granular materials and topsoil obtained from locations arranged for by Contractor (off the Site) are required to the extent sufficient suitable materials cannot be obtained from excavation and trenching.

B. Borrow materials shall not exhibit characteristics of high shrink or swell potential as determined from Atterberg limit tests (ASTM D4318) and/or swell tests (ASTM D4546) unless otherwise specified herein.

2.06 GRANULAR FILL MATERIAL

A. Granular fill material shall consist of crushed stone, sand and gravel or reclaimed asphalt or concrete. The aggregate shall not contain more than 15 percent deleterious

rock and shale. The fraction passing the No. 40 sieve shall have a plasticity index not to exceed six. Any sand, silt, clay and any deleterious rock and shale shall be uniformly distributed throughout the material.

B. Reclaimed asphalt or concrete materials meeting the requirements of aggregate must be approved for use by the City.

C. Granular fill material shall be in accordance with the following gradation requirements defined in Table 1 below:

Table 1. Gradation for Granular Fill Material

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

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

** For KCMO PW 2200, the difference between Mass Percent Passing of successive sieve sizes shall not exceed 25%. That fraction of material passing the No. 40 sieve shall have a plasticity index not to exceed 8.

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

2.07 GEOTEXTILE

A. Geotextile shall conform to the requirements of Section 02230 – Geotextiles.

2.08 CONTROLLED LOW STRENGTH MATERIAL (CLSM)

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

PART 3 - EXECUTION

3.01 DEMOLITION

A. Demolition shall be conducted in accordance with Section 02190 – Demolition.

3.02 CLEARING AND GRUBBING

A. Perform clearing and grubbing, in accordance with Section 02180 – Clearing and Grubbing, as indicated and as required to perform the Work.

3.03 STRIPPING

A. Stripping shall consist of scraping areas clean of all brush, grass, weeds, roots and other materials.
B. Remove topsoil from areas within limits of excavation, trenching, borrow and areas designated to receive fill.
C. Strip to a minimum depth of 6 inches, but to a sufficient depth to remove excessive roots in heavy vegetation, unsuitable material or brush areas and as required to remove all soil containing organic material or segregate topsoil.
D. Stockpile topsoil in areas designated or approved by the City/Design Professional where it will not interfere with construction operations or existing facilities. Stabilize and protect stockpiles from runoff per the SWPPP plan.

3.04 GENERAL REQUIREMENTS FOR OPEN EXCAVATIONS

A. Excavations shall be restored to the level of the adjacent surfaces as soon as practicable.
B. Unsupervised or unprotected excavations are prohibited. The Contractor shall adhere to the City's no open excavation policy.
C. Protective Measures in Paved Areas:
    1. Excavations within paved areas shall be protected and secured in accordance with existing federal, state and local codes and standards. This includes, but not limited to, the most current edition of the Manual of Uniform Traffic Control Devices.
D. Protective Measures Unpaved Areas:
    1. Supervision – As a temporary measure, the Contractor may provide personnel to supervise an open excavation that is not otherwise protected. Supervision shall ensure that the public is protected and shall serve the same function as a protective cover or fencing. A protective cover or fencing shall be installed for all excavations that are not supervised.
    2. Protective Cover – A protective cover shall be installed over the excavation so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be of sufficient weight or fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall or injury. Advance warning devices shall be installed as required by the City/Design Professional.
    3. Fencing – Any excavation that is not covered shall be fenced in so that it surrounds the entire excavation area and prevents entry. The fencing shall be a minimum of 42 inches in height. The fence shall be secured and upright at all times.
E. Inspection and Maintenance – Protective measures (coverings and fences) shall be inspected by the Contractor at least daily to assure integrity. Protective measures in heavy traffic areas shall be inspected more often as necessary.

F. Excavation permits shall be secured prior to starting the work.

3.05 EXCAVATION

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

3.06 BLASTING

A. Unless otherwise noted in Section 01015 – Specific Project Requirements, blasting or other use of explosives for excavation will not be permitted
B. If allowed, blasting shall conform to all applicable ordinances, rules, regulations, permit requirements including Kansas City, Missouri Ordinance 180591 and the Missouri Blasting and Safety Act.
C. Contractor shall provide a plan for pre-blast surveys, monitoring during blasting and post blast surveys to City prior to use of explosives.
D. All existing safety regulations, permits, laws and ordinances regarding the storage, transportation and use of explosives shall be observed.
E. Blasting will be permitted only when proper precautions are taken for the protection of all persons, the work, private property and public utilities from damage or injury. Any damage done by blasting will be repaired by the Contractor at no additional cost to the City.

3.07 DEWATERING

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

3.08 SHEETING AND SHORING

A. The Contractor shall provide all shoring, bracing, cribbing, trench boxes, underpinning and sheeting as necessary to support excavations.

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

3.09 BACKFILL AND COMPACTION

A. See Section 02250 – Trenching, Pipe Embedment and Backfill for additional requirements.

B. Fills and embankments shall be constructed to the lines and grades indicated on the Drawings, using suitable material or as specified in Section 01015 – Specific Project Requirements.

C. Weather Limitations – Construction of fills and embankments during freezing weather shall not be done except by permission of the City/Design Professional. No fill or embankment materials shall be installed on frozen surfaces, nor shall froze material, snow or ice be placed in the fill or embankment.

D. To the extent possible, excess suitable material obtained from trench excavation can be used for the construction of fills and embankments. Additional material shall be provided as required.

E. After preparation of the fill or embankment site, the subgrade shall be leveled and rolled so that surface materials of the subgrade will be compacted and well bonded with the first layer of the fill or embankment and for subsequent layers.

F. All fill and embankment materials shall be placed in layers not to exceed 8 inches in un-compacted thickness.

G. Material deposited in piles or rows by excavating and hauling equipment shall be spread and leveled before compacting.

H. No shale particles, rock, gravel or stone with any dimension greater than 2 inches shall be placed in the upper 18 inches of any fill or embankment. Rocks or stones within the allowable size limit may be incorporated in the remainder of fills and embankments, provided they are distributed so that they do not interfere with proper compaction.

I. The material in each layer shall be wetted or dried as required and thoroughly mixed to ensure uniform moisture content and adequate compaction. Each layer shall be thoroughly compacted as follows:
   1. Unpaved Areas:
      (a) 90% of maximum dry density at moisture content range from 3% below optimum to 2% above optimum as determined by ASTM D698.
      (b) If the material fails to meet the density specified, compaction methods shall be altered.

2. Paved Areas:
   (a) All subgrades below paved area and within 1 foot of a paved areas shall be compacted to 95% of maximum dry density at moisture content range from 3% below optimum to 2% above optimum as determined by ASTM D698 for the subgrade 1 foot outside of paved areas.
   (b) If the material fails to meet the density specified, compaction methods shall be altered.
3. Project specific requirements for backfill and compaction may be modified in Section 01015 – Specific Project Requirements.

J. Trenches in Embankments – Wherever a trench is to pass through a fill or embankment, the fill or embankment material shall be placed and compacted to an elevation not less than 36 inches above the top of pipe elevation before the trench is re-excavated.

K. Unless otherwise specified in Section 01015 – Specific Project Requirements, trenches and pipes that pass through a water-containing embankment shall eliminate the granular embedment material and the trench bottom shall be graded to provide uniform and continuous support for the pipe. The pipe shall be embedded in embankment material containing no rocks, stones or other pervious material. The embedment material shall be compacted as specified for the embankment.

3.10 GRANULAR FILLS

A. See Section 02250 – Trenching, Pipe Embedment and Backfill for additional requirements.

B. Granular fill material shall be provided where indicated on the drawings.

C. Granular fill material shall be placed on suitably prepared subgrades and compacted by vibration.

D. Backfill and Compaction – The material in each layer shall be wetted or dried as required and thoroughly mixed to ensure uniform moisture content and adequate compaction. Each layer shall be thoroughly compacted with a vibratory compactor to 95% of maximum dry density at moisture content range from 3% below optimum to 2% above optimum as determined by ASTM D698.

E. If the material fails to meet the density specified, compaction methods shall be altered.

F. Where granular fills are to be covered with concrete, the top surface shall be graded to the required subgrade.

3.11 FIELD QUALITY CONTROL

A. See Section 02250 – Trenching, Pipe Embedment and Backfill for additional requirements.

B. Compaction Tests:
   1. Two initial gradation tests shall be made for each type of embedment, fill and backfill material used and one additional gradation test shall be made for each additional 500 tons of each material. At the sole expense of the Contractor, moisture-density (Proctor) tests, relative density tests on the materials and all in-place field density tests shall be performed by the Contractor. All tests performed shall be done in accordance with ASTM D698.
   2. The method of in-place compaction testing including density and moisture content shall be as follows:

(a) Density - Cohesive materials: ASTM D2167, ASTM D1556 or ASTM D6938.
(b) Density - Cohesion-less materials: ASTM D6938.
(c) Moisture Content: ASTM D6938.

3. The minimum frequency of in-place compaction testing including density and moisture content will be as follows:
   (a) At least one test for every 2,000 cubic yards of material placed in a mass fill.
   (b) At least one test when the City suspects the quality of moisture control or effectiveness of compaction.
4. Any material/fill failing to meet required densities shall be removed, replaced and compacted as necessary to achieve specified results.
5. Removal of in-place material and replacement with approved new material will be required if scarifying and re-compaction do not produce the required densities.

3.12 EQUIPMENT

A. The Contractor shall utilize appropriate equipment to obtain the compaction requirements specified. Acceptable equipment includes, but is not limited to, the following:
   1. Tamping Rollers.
   2. Pneumatic Rollers.
   3. Vibratory Rollers.
   4. Other methods that have been tested and have been shown to meet the specified compaction rates.

B. Power tampers or rammers shall be used for the compaction of material in areas where it is impractical or unsafe to use heavy equipment or as recommended by the City.

C. Vibratory plate compactors, manual or attached to excavation equipment, may be used for consolidation of embedment and compaction of granular fill in areas where it is impractical or unsafe to use heavy equipment or as recommended by the City.

D. All compaction equipment is subject to the approval of the City/Design Professional.

3.13 FINAL GRADING AND PLACEMENT OF TOPSOIL

A. After all trenching, backfilling, compaction and embankments to be constructed have been rough graded, all areas shall be final graded to the indicated elevations, slopes and contours.

B. All cuts, fills, embankments and other areas which have been disturbed or damaged by construction operations shall be surfaced with at least 6 inches of topsoil to meet final grade.

C. Use of graders or other power equipment will be permitted for final grading and dressing slopes, provided the result is uniform and equivalent to manual methods.

D. All surfaces shall be graded to provide effective drainage. Unless otherwise indicated, a slope of at least 1 percent shall be provided.

E. Final grade shall be smooth, even and free from clods, rocks, stones, weeds, brush and other debris.

3.14 DISPOSAL OF EXCESS EXCAVATED MATERIALS

A. Except as otherwise permitted, all excess excavated materials shall be disposed of off-site.

B. Demolition Debris, see Section 02190 – Demolition.

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

3.15 SEEDING AND SODDING

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

3.16 SETTLEMENT

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

END OF SECTION

SECTION 02230 – GEOTEXTILES

PART 1 - GENERAL

1.01 SUMMARY

A. This section covers the furnishing of all labor, materials and equipment for the placement of geotextiles. This section is suitable for applications where the geotextile is used as a separation material to prevent mixing of dissimilar material and to control migration of backfill material through granular pipe embedment and joints in structural elements. Applications include, but are not limited to, the following:
   1. Geotextile above granular drainage layers.
   2. Geotextile below granular drainage layers.
   3. Geotextile around granular pipe embedment.
   4. Geotextile above the cover soil.
   5. Geotextile below the cohesive material layer.
   6. Geotextile as a bedding material for riprap.

B. This section does not cover geotextiles used for temporary silt fence, permanent erosion control, erosion control blankets, turf reinforcement mats or pavement applications.

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 01015 – Specific Project Requirements.
B. Section 02200 – Earthwork.
C. Section 02250 – Trenching, Pipe Embedment and Backfill.
D. Section 02273 – Riprap.

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 Association of State Highway and Transportation Officials (AASHTO):

AASHTO M288	Standard Specification for Geotextile Specification for Highway Applications.

C. American Society for Testing and Materials (ASTM):

ASTM D4873	Standard Guide for Identification, Storage and Handling Geotextile Rolls and Samples.

1.05 SUBMITTALS

A. Submit as specified in Section 01300 – Submittals.
B. Product Data submittals:
   1. Geotextile Material:
      (a) 12-inch square sample of fabric.
      (b) Manufacturer's descriptive product data.

(c) Manufacturer's installation instructions.

C. Certificates submittals:
   1. Geotextile Material – Furnish manufacturer's certification for each lot of material furnished. Certificate shall state the name of the manufacturer and the chemical composition of all materials, filaments or yarns used to manufacture. The Certificate shall state that the material supplied is in accordance with this specification. The certification shall also include the results of tests from specific lots for all specified requirements. Additionally, the certification shall contain a statement by the manufacturer that the material meets the requirements of AASHTO M288 and the Class/Classes specified for the project.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Store and handle geotextiles according to ASTM D4873. Do not use torn or punctured geotextiles.
B. Receive, store and handle geotextile materials as recommended by manufacturer.
C. Completely cover all materials while being stored on-site.
D. Damaged material shall be cut out and removed from the site.

PART 2 - PRODUCTS

2.01 GEOTEXTILE

A. A fibrous filter fabric shall be installed below the bedding material to increase soil stabilization.
B. Geotextile shall be manufactured with new, high quality materials designed specifically for filtering out soil fines while maintaining good drainage characteristics.
C. Geotextile shall be manufactured and packaged so as to be free of tears, punctures and contamination by foreign matter. Any such defect found in the material on-site shall be repaired or replaced in accordance with the manufacturer's recommendations.
D. Geotextile shall be woven or nonwoven, polyester or polypropylene material that complies with the physical and geotextile property requirements for subsurface drainage, separation and stabilization in accordance with AASHTO M288.
   1. Subsurface Drainage Geotextile:
      (a) Subsurface drainage geotextile shall be used as a filter to protect drainage media from clogging with fines from adjacent soil. Typical applications include the lining of drainage trenches and the wrapping of drain pipes.
      (b) The minimum permittivity shall be 1.0 sec-1.
      (c) Material shall be AASHTO M288, Class 2.
   2. Separation Geotextile:
      (a) Separation geotextile shall be used as a material to prevent the mixing of dissimilar material and to control migration of backfill material through granular pipe embedment or joints in structural elements. Additionally, separation geotextiles shall be used as a bedding material/filter layer for riprap.
      (b) The minimum permittivity shall be 1.0 sec-1.
      (c) The material shall be AASHTO M288, Class 1.
E. The type of geotextile (either woven or nonwoven) shall be as indicated on the Drawings or as specified in Section 01015 – Specific Project Requirements.

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

A. Prepare subgrade in accordance with Section 02200 – Earthwork or Section 02273 – Riprap.
B. All surfaces to be lined shall be smooth, free of all debris, foreign material and sharp objects.
C. All surfaces to be lined shall have a firm foundation with no sharp or abrupt breaks in grade.
D. Do not place fabric on snow or standing water. Prior to fabric installation, all surfaces to be lined shall be dry – free of standing water and surface moisture.

3.02 INSTALLATION

A. Install geotextile on prepared surfaces following procedures specified herein and in accordance with the manufacturer's installation instructions.
B. Unroll panels as close to their final position as possible.
C. Filter fabric joints shall be lapped in accordance with the manufacturer's installation instructions, but not less than least 3 feet.
D. A minimum 2 percent slack shall be provided in both directions.
E. Fabric shall be installed in conformity with all other manufacturer's requirements.
F. Adhere to the following stipulations while working with or near geotextile fabric:
    1. Smoking is prohibited.
    2. Remove all glass, metal and other sharp objects from the application area.
    3. No construction installation equipment shall pass over any exposed fabric.
    4. Geotextile shall be covered within 5 calendar days after placement.
    5. As applicable, the placement of cover soil shall be by low pressure equipment (2-4 psi). Place cover soil in the direction of the seam overlaps and in a manner that does not pull, separate or puncture the geotextile. Spreading equipment and hauling equipment shall not make sudden stops or sharp turns when spreading cover soil over the geotextile.

3.03 INSTALLATION FOR TRENCH APPLICATIONS

A. See Section 02250 – Trenching, Pipe Embedment and Backfill for additional requirements.

END OF SECTION

SECTION 02250 – TRENCHING, PIPE EMBEDMENT AND BACKFILL

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SPECIFICATION MODIFICATIONS

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

1.03 RELATED SECTIONS

A. Section 01000 – General Project Requirements.
B. Section 01015 – Specific Project Requirements.
C. Section 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/ft3).
ASTM D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
ASTM D4254	Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils.

ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.05 DEFINITIONS

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

1.06 INFORMATION PROVIDED BY THE CITY

A. As provided in the Contract Documents.

1.07 SUBMITTALS

A. Submit as specified in Section 01300 – Submittals.
B. Shop Drawings:
   1. Sheeting and Shoring Design – Contractor shall submit, in accordance with 29 CFR Past 1926 - OHSA 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)

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

O.D. = Outside Diameter

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

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

O.D. = Outside Diameter

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 Figure 1 and Figure 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 Figure 1 and Figure 2.

C. Subgrades for trench bottoms which are otherwise solid, but which become mucky on top due to construction operations, shall be reinforced with trench stabilization material.

D. Material – If the trench foundation is an unsuitable foundation for the pipe, the Contractor shall submit a plan, to the City/Design Professional for review and approval, to include the proposed material to be used for the foundation.

E. Layer Thickness – Unsuitable material shall be over-excavated until the trench subgrade is suitable as determined by the City/Design Professional.

F. Bedding:

1. Description – A layer of supportive compacted material to provide even support of the pipe at the grade indicated on the Drawings.
2. The Bedding layer is shown on Figure 1 and Figure 2.
3. Material – Granular Bedding.
4. Layer Thickness:
   (a) A minimum of 3 inches below the pipe or pipe bell when the pipe is placed on a foundation or suitable material.
   (b) A minimum of 6 inches below the pipe or pipe bell when the pipe is placed on rock.

3.12 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 Figure 1 and Figure 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 Figure 1 and Figure 2.
C. Material:
1. Paved Areas within the Downtown Loop – For areas where the final surfacing is a paved area, the final backfill shall be Controlled Low Strength Material (CLSM).
2. Paved Areas – For areas where the final surfacing is a paved area, the final backfill shall be Granular Fill Material. CLSM 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.

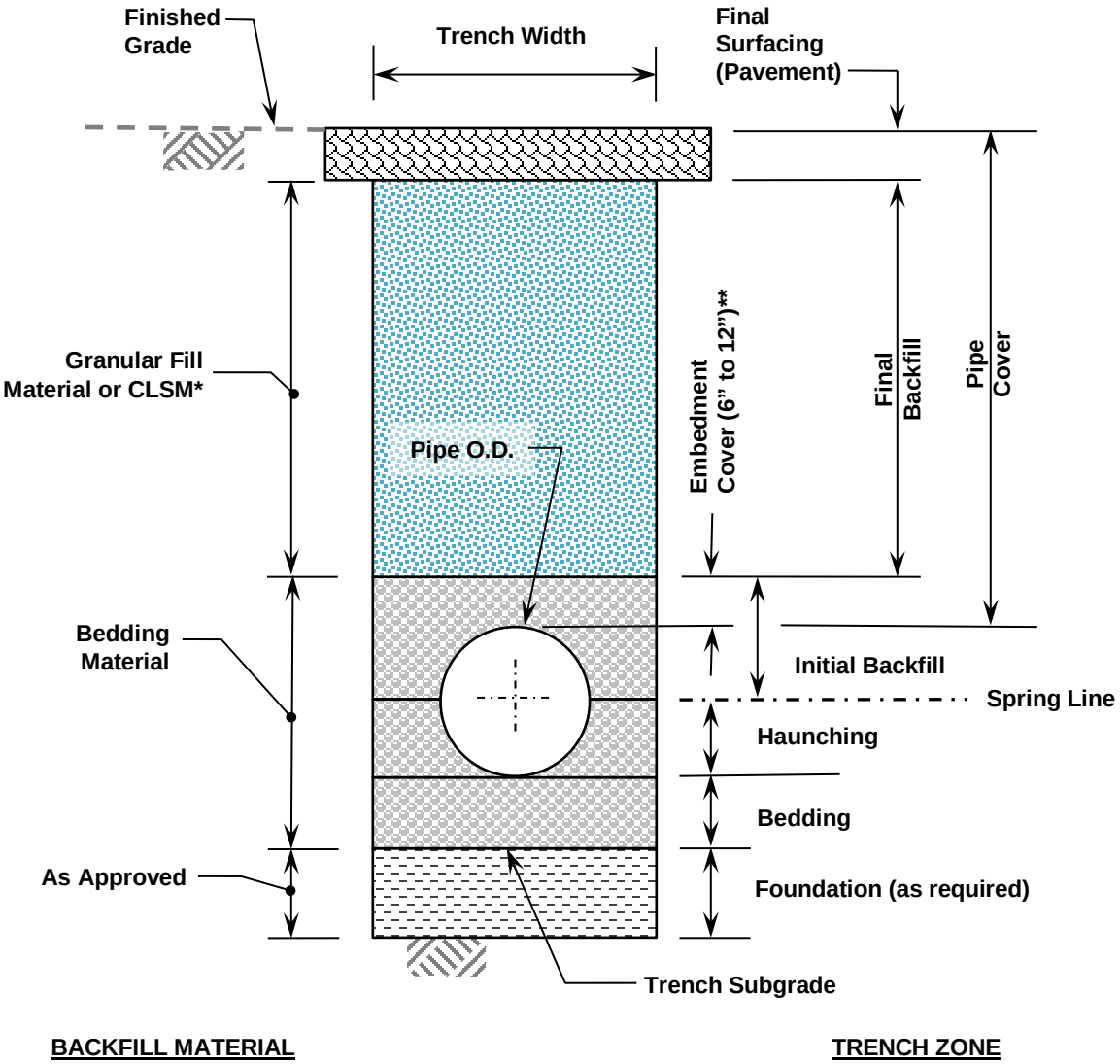
B. The disposal of waste and excess excavated materials, including hauling, handling, grading and surfacing shall be incidental to the work associated with trenching, backfill and compaction. No separate measurement or payment shall be made.

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.



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

** Embedment cover shall be 12 inches within the Downtown Loop

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

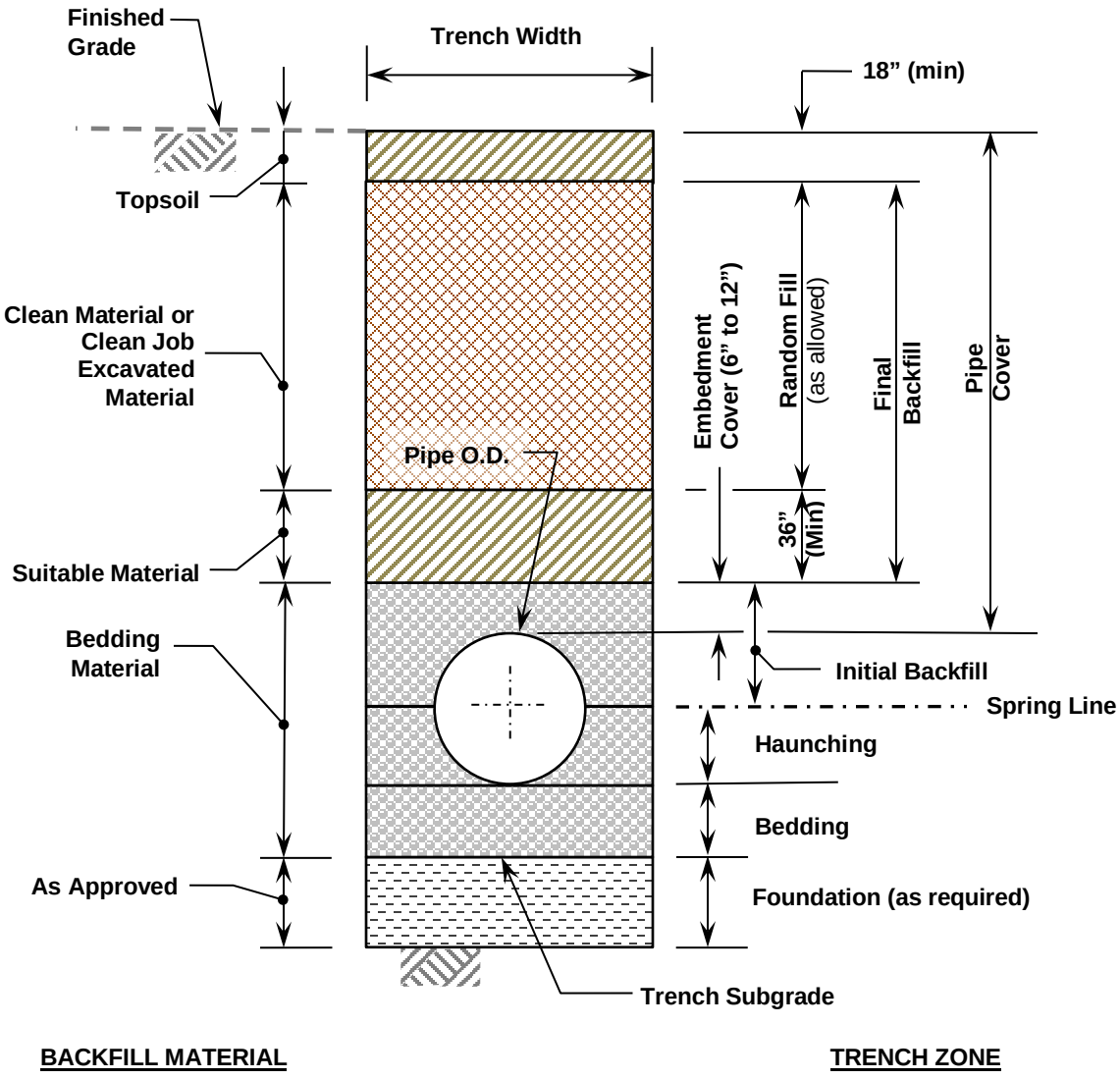


Figure 2. Trench Detail, Class A Bedding, Unpaved Areas

END OF SECTION

SECTION 02320 – UTILITY CASINGS

PART 1 - GENERAL

1.01 SUMMARY

A. This section provides for installation of casing pipe at locations shown on the Drawings to protect the water main from surface loadings. This section includes the following:
   1. Steel Casing Pipe
   2. Reinforced Concrete Pipe (RCP) Casing Pipe
   3. FRP Casing Pipe
   4. PVC Casing Pipe
   5. Accessories

B. Casings to protect water mains from potential contamination from Non-Potable Fluid Lines and Structures shall comply with Section 01016 – Water Mains near Non-Potable Fluid Lines.

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 01015 – Specific Project Requirements
B. Section 01300 – Submittals
C. Section 01600 – Materials and Equipment
D. Section 02250 – Trenching and Backfill for Utilities
E. Section 02618 – Ductile Iron Pipe Water Main

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 A36	Standard Specification for Carbon Structural Steel
ASTM A1011	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
ASTM C33	Standard Specifications for Concrete Aggregates
ASTM C361	Standard Specification for Reinforced Concrete Low-Head Pressure Pipe
ASTM C76	Standard Specifications for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM D2412	Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

C. American Petroleum Institute (API):

API RP 1102	Steel Pipeline Crossing Railroads and Highways
API 1104	Standard for Welding Pipelines and Related Facilities

D. American Water Works Associations (AWWA):

AWWA C200	Steel Water Pipe 6 Inches and Larger
AWWA C206	Field Welding of Steel Water Pipe
AWWA C900	Polyvinylchloride Pipe
AWWA C-905	Polyvinylchloride pipe

E. Steel Structure Painting Council (SSPC):

SSPC SP3	Surface Preparation Specification 3, Power Tool Cleaning

1.05 DEFINITIONS

A. Not used.

1.06 NOT USEDPROVIDED BY CITY

A. Not used.

1.07 SUBMITTALS

A. Submit as specified in Section 01300 – Submittals

B. Shop Drawings
   1. Not used

C. Product Data
   1. Submit descriptive and engineering data for:
      (a) Casing pipe material
      (b) Casing pipe coatings and linings
      (c) Pipe alignment skids
      (d) Guide spacer bands
      (e) Casing spacers
      (f) End seals
      (g) Polyethylene encasement

D. Other Submittals
   1. Manufacturer's design calculations for casing spacer service load.
   2. Minimum design and installation requirements for the highway department, railroad, or utility having jurisdiction.

1.08 QUALITY ASSURANCE

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

B. Accept piping on site. Inspect for damage and inventory.

C. Contractor: Company specializing in the installation of the products specified in this Section with minimum three years documented experience.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Not used.

PART 2 - PRODUCTS

2.01 STEEL PIPE

A. Pipe: Pipe shall be smooth-walled, welded steel pipe fabricated conforming to ASTM A36 plate or ASTM A1011 sheet with a minimum yield point of 248 MPa (36,000 psi), conforming to AWWA C200.

B. Wall Thickness: Unless otherwise indicated on the Drawings or in Section 01015 – Specific Project Conditions, the following table provides a listing of minimum casing diameters and thickness:

Table 1. Minimum Casing Dimensions

Encased Pipe Diameter (inches)	Minimum Casing Diameter (inches) [1]	Wall Thickness (inches)	
		Under Highways	Under Railroads
6	18	0.250	0.312
8	18	0.250	0.312
12	24	0.281	0.375
16	30	0.312	0.438
20	36	0.344	0.563
24	42	0.375	0.625
30	44	0.375	0.625
36	48	0.375	0.625

C. Diameter: The inside diameter of the casing pipe shall exceed outside diameter of carrier pipe joints or couplings by 4 inches.

D. Joints: All joints in steel pipe casings shall be field welded to conform to API 1104 or AWWA C206.

E. Cleaning
   1. Clean pipe to SSPC-SP3 and apply iron oxide field coating to all exterior joints after field welding.
   2. Clean to SSPC-SP3 and apply iron oxide field coating to all interior joints on 24-inch diameter casings and larger after field welding.

F. Factory Coatings and Linings
   1. Unless otherwise specified on the Drawings or in Section 01015 – Specific Project Requirements, the exterior and interior of all casing pipe shall be coated with iron oxide primer applied at 33 microns (1.5 mils) minimum thickness.
   2. Hold coatings and linings back from end joints to be welded at least 2 inches each side of joint.

2.02 REINFORCED CONCRETE PIPE (RCP)

A. Pipe: ASTM C76 circular pipe and shall be the class and length specified on the Drawings. Pipe shall be a minimum Class IV.

B. Joints: Steel end joints with a groove in the spigot end for an O-ring gasket.

C. Gasket: Synthetic Rubber, ASTM C361.

2.03 FIBERGLASS REINFORCED PIPES

A. Pipe to be manufactured by the centrifugal casting process to result in a dense, nonporous, corrosion-resistant, consistent composite structure conforming to ASTM D3262, ASTM D 4161, and ASTM D2412.

B. Joints
   1. Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness.
   2. The joints must meet the performance requirements of ASTM D4161.

C. Diameter: The actual outside diameter and the minimum wall thickness of the pipes shall be in accordance with ASTM D3262.

D. Pipe Length: Pipe shall be supplied in nominal lengths of 20 feet.

E. Minimum Pipe stiffness when tested in accordance with ASTM D2412 shall a minimum of be 36 psi.

2.04 POLYVINYL CHLORIDE (PVC) PIPE

A. Pipe: PVC pipe shall conform to AWWA C-900 or AWWA C-905.

B. PVC pipe used for encasement shall only be used for the protection of the carrier when installed near a gas main. See paragraph WATER MAINS NEAR GAS MAINS.

2.05 CASING SPACERS

A. Casing spacers shall be used to install the carrier pipe inside the casing pipe. Casing spacers shall fasten tightly onto the carrier pipe so that when the carrier pipe is being installed the spacers will not move along the pipeline.

B. Casing spacers shall be designed by the Manufacturer to adequately support and electrically isolate the carrier pipe within the casing pipe under all conditions.

C. Casing spacers shall be doubled on each end of the casing pipe.

D. Each casing spacer shall be capable of providing support for the carrier pipe in service at a maximum spacing of 10 feet. Calculations prepared by the manufacturer shall be submitted in accordance with paragraph SUBMITTALS showing that the casing spacer will support the service load at the recommended spacing, including a factor of safety of two (2).

E. Casing spacers used under this specification shall meet or exceed the specifications described herein as projection-type that has a minimum of projections around the circumference totaling the number of diameter inches.

F. Projection-type casing spacers panels, risers and fasteners shall be constructed of Stainless Steel type 304. Casing spacer skids shall be constructed of UHMV Polyethylene.

G. Allowable manufactures
   1. Power Seal Model 4810
   2. Cascade Waterworks Manufacturing Model CCS
   3. City approved equal.

2.06 END SEALS

A. Casing shall be fitted with end seals at both ends to reduce the intrusion of water and fines from the surrounding soils. The seal shall be formed with a flexible material that will inhibit the formation of a waterway through the casing.

B. Allowable manufactures

1. Cascade Waterworks Manufacturing Models CCES, CC-ER, and CCS-JR.
2. Power Seal Model 4810ES
3. City approved equal.

2.07 POLYETHLENE ENCASEMENT

A. Polyethylene encasement shall conform to Section 02618 – Ductile Iron Pipe, paragraph PROTECTIVE COATINGS.

2.08 CATHODIC PROTECTION

A. Cathodic protection for either the casing pipe and/or carrier pipe shall be as indicted on the Drawings.

PART 3 - EXECUTION

3.01 TRENCHING, EXCAVATION, BACKFILL AND COMPACTION

A. Comply with Section 02200 – Earthwork and Section 02250 – Trenching and Backfill for Utilities.

3.02 CASING INSTALLATION

A. Casing pipe material, diameter, and wall thickness to be used shall be indicated on the Drawings.
B. Casings shall be installed in accordance with Construction Detail Drawing 02320-1.
C. All work shall meet the minimum requirements of API RP1102, and the highway, railroad, or utility having jurisdiction. Installation shall be subject to their inspection and approval.
D. Install Casing Pipes:
   1. Boring: Continuous flight auger, pneumatic or hydraulic jacking, or method approved by City. Reinforce leading end of casing with jacking band.
   2. Install to line and grade indicated on the Drawings within 1% tolerance
   3. Excavate working pits of adequate size to provide safe working conditions and in such a manner as not to disrupt traffic or damage the roadway grade or surface.
   4. Casings rejected due to misalignment or other failures shall be abandoned in place and filled with controlled low strength material (CLSM) as specified in Section 02250 – Trenching and Backfill for Utilities.
   5. Casing pipe installed by trenchless methods that are misaligned or rejected shall not be recovered for reuse.

3.03 CASING SPACERS

A. Shall be used for all casing pipe.
B. Furnish casing spacers for pipe alignment guides as indicated on the Construction Detail Drawing No. 02320-1 for all carrier pipe to be installed in casing.
   1. Outside diameter of spacer to be sized slightly smaller than casing pipe inside diameter to limit carrier pipe movement.
   2. Install in accordance with spacer manufacturer's recommendations.

3.04 END SEALS

A. Shall be used for all casing pipe.

B. Install end seals as indicated on the Construction Detail Drawing No. 02320-1 and as follows:
   1. After inside of casing has been thoroughly cleaned.
   2. After carrier pipe has been permanently placed inside casing.

3.05 WATER MAINS NEAR GAS MAINS

A. General
   1. Casings shall be installed in accordance with Construction Detail Drawing 02320-2.
   2. A water main constructed of metallic pipe shall be encased in PVC pipe when it will be installed within 10 feet of a metallic gas main.
   3. Water mains construction of non-metallic pipe do not require encasement.
   4. Locations for which PVC pipe encasement is required shall be shown on the Drawings.
   5. If the Contractor exposes a metallic gas main that is not shown on the Drawings, the City shall be notified immediately for further direction before the water main is installed.
   6. Water mains installed with PVC casings shall also be protected by two layers of polyethylene encasement.
   7. Casing spacers shall be installed in accordance with Standard Detail 02320-2.

B. Extents for Pipe Crossings
   1. PVC casing pipe shall be extended for a distance of at least 10 feet on each side of the gas main being crossed, or as indicated on the Drawings.
   2. Double polyethylene encasement shall be extended a minimum of 25 feet on each side of the crossing, or as indicated on the Drawings.

C. Extents for Parallel Installations
   1. The carrier pipe shall be encased at all locations where the carrier pipe is within 10 feet of the gas main.
   2. Double polyethylene encasement shall be installed to a point at least 15 feet beyond the end of the casing.

END OF SECTION

SECTION 02575 – SURFACE RESTORATION

PART 1 - GENERAL

1.01 SUMMARY

A. This section covers Work associated with surface restoration within the City's right-of-way, provided easements and other areas disturbed during construction.

B. The Contractor shall replace all surface material and shall restore paving, curbing, sidewalks, gutters, shrubbery, fences, sod and all other surfaces disturbed or damaged by construction activities to a condition of equal or better than before the start of the Work.

C. The Contractor shall restore the Site to conditions not less than that which existed prior to starting construction unless otherwise required by: the contract documents, permits and/or licenses.

D. Coordinate surface restoration work with the affected property owners and the City/Design Professional. Special requests for restoration should be documented in writing and provided to the City/Design Professional.

E. Private property on which the City has prior rights (i.e. easements, general utility easement, etc.) and/or has obtained easements, rights-of-way, licenses and/or agreements from the property owner shall be restored in conformance with these Contract Documents. Restore public property in accordance with the requirements of the department or public body having jurisdiction. Such entities include, but are not limited to, the following:

1. The City of Kansas City, MO Public Works Department.
2. The City of Kansas City, MO Parks and Recreation Department.
3. Missouri Department of Transportation.

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 in the contract documents.

1.03 RELATED SECTIONS

A. Section 00700 – General Conditions.
B. Section 00800 – Supplementary Conditions.
C. Section 01000 – General Project Requirements.
D. Section 01015 – Specific Project Requirements.
E. Section 01320 – Construction Progress Documentation
F. Section 01322 – Photographic and Video Documentation.
G. Section 01566 – Cleanup Operations.
H. Section 02200 – Earthwork.
I. Section 02250 – Trenching, Pipe Embedment and Backfill.
J. Section 02930 – Seeding.
K. Section 02931 – Sodding.
L. Section 02949 – Tree Protection, Removal and Replacement.

1.04 CODES AND STANDARDS

A. The publications listed below form a part of this specification to the extent referenced. The most recent version of the publications are referred to within the text by the basic designation only.

B. The City of Kansas City, Missouri Department of Public Works Construction and Material Specifications (http://kcmo.gov/publicworks/design-construction-standards/):

KCMO PW 2200*	Section 2200, Paving.
KCMO PW 2202	Subsection 2202, Untreated Compacted Aggregate.
KCMO PW 2204	Subsection 2204, Prime and Tack Coat.
KCMO PW 2209	Subsection 2209, Curbing.
KCMO PW 2211	Subsection 2211, Smoothness.
KCMO PW 2301	Subsection Section 2301, Incidental Construction, Standard. Sidewalks, Sidewalk Ramps, Driveways and Bicycle/Pedestrian Paths.
KCMO PW 2302	Subsection 2302 Asphalt Sidewalks, Driveways and Bicycle/Pedestrian Paths.
KCMO PW 2306	Subsection 2306 Pavement Markings.

C. The City of Kansas City, Missouri Department of Public Works Standard Drawings (http://kcmo.gov/publicworks/standard-drawings/):

KCMO PW C*	Standard Drawing Number C, Curbs.
KCMO PW D-1	Standard Drawing Number D-1, Driveway Entrances.
KCMO PW D-2	Standard Drawing Number D-2, Reconstructed Driveways.
KCMO PW D-US	Standard Drawing Number D-US, Driveway Unimproved Streets.
KCMO PW SR-1	Standard Drawing Number SR-1, Street Cut Restoration.

D. The City of Kansas City, Missouri Parks and Recreation Department (https://kcparks.org/services/parks-planning-and-design-services/):

KCMO PR CR*	Standard Detail Number CR, Rollback Curb and Gutter.
KCMO PR DC	Standard Detail Number DC, Commercial Driveway.
KCMO PR DR	Standard Detail Number DR, Residential Driveway.
KCMO PR SC	Standard Detail Number SC, Commercial Sidewalk.
KCMO PR SR	Standard Detail Number SR, Residential Sidewalk.
KCMO PR ARA	Standard Detail Number ARA, ADA Curb Ramp-Type A.
KCMO PR ARB	Standard Detail Number ARB, ADA Curb Ramp-Type B.
KCMO PR C	Standard Detail Number C, Curb.
KCMO PR CG	Standard Detail Number CG, Curb and Gutter.
KCMO PR CJ	Standard Detail Number CJ, Concrete Joint.

*Abbreviation used within this specification section to distinguish between the standards of the Public Works Department (PW) and the Parks and Recreation Department (PR).

E. American Society for Testing and Materials (ASTM):

ASTM D 422	Standard Test Method for Particle-Size Analysis of Soils, grain-size, hydrometer analysis, hygroscopic moisture, particle-size, sieve analysis.
ASTM C 309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
ASTM A 615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
ASTM D 977	Standard Specification for Emulsified Asphalt.
ASTM D 2397	Standard Specification for Cationic Emulsified Asphalt.

ASTM D 2027	Standard Specification for Cutback Asphalt (Medium-Curing Type).
ASTM D 2028	Standard Specification for Cutback Asphalt (Rapid Curing Type).
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves.
ASTM D448	Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

F. Missouri Department of Transportation:

MoDOT	Missouri Standard Specifications for Highway Construction (https://www.modot.org/missouri-standard-specifications-highway-construction).

1.05 DEFINITIONS

A. Established Lawn: An Unpaved Area of soil-covered land planted with grasses which are maintained at a height of 5 inches or less. Established lawns include, but are not limited to, grassed areas associated with residential lots, businesses, parks, cemeteries, etc.
B. Improved Street: A paved, public street, or portion thereof, that incorporates a curb and a gutter.
C. Paved Areas: Areas for which the final surfacing will be street pavement, shoulders, driveways, parking lots, curbs, gutters, sidewalks, gravel roads, or other surface construction or structures.
D. Site: Lands or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of the Contractor, or as defined in Section 00700 – General Conditions.
E. Unpaved Areas: Areas for which the final surfacing will not be a Paved Area.
F. Unimproved Street: A public street, or portion thereof, that does not incorporate a curb and gutter.

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. Submit as required by the contract documents.
C. Product Data:
   1. Submit as required by the contract documents.
D. Samples:
   1. Submit as required by the contract documents.

E. Other Submittals:
   1. The Contractor's Restoration Plan and Schedule adhering to all requirements of the contract documents.
   2. All applicable Department of Public Works standard specifications used to complete the Work.

3. All applicable Department of Public Works standard details used to complete the Work.
4. All applicable Parks and Recreation Department standard details used to complete the Work.

1.08 QUALITY ASSURANCE

A. The Contractor is responsible for the quality assurance and quality control of the Work.
B. All areas disturbed by the Contractor's operations shall be restored in accordance with the contract documents, applicable permits and as directed by the City/Design Professional.
C. All Work shall be performed by a Contractor, with a proven record of performance for the required restoration work. The Contractor shall submit the following:
   1. The materials to be used to restore the surface.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery of materials shall be in manufacturer's original unopened and undamaged packages. They shall be clearly marked to identify brand name, contents and order number on each package. Packages showing indication of damage that may affect condition of contents are not acceptable.
B. Storage of material shall provide protective cover from damage and stored at temperatures in accordance with manufacturer's recommendation. Materials shall be staked or stored in accordance with manufacturer's recommendations.

1.10 RESTORATION SCHEDULE

A. Project milestones and restoration schedule criteria shall be as specified in the following sections:
   1. Section 00800 – Supplemental Conditions.
   2. Section 01015 – Specific Project Requirements.
B. The specified milestone and/or restoration schedule criteria shall be incorporated in the project schedule as required by Section 01320 – Construction Progress Documentation.

1.11 PROPERTY-SPECIFIC RESTORATION

A. Easements provided by the City for the construction of the Work may include property-specific restoration requirements. These requirements are noted on the Contract Drawings or included in Section 01015 – Specific Project Requirements.

PART 2 - PRODUCTS

2.01 INCIDENTAL CONCRETE CONSTRUCTION

A. Incidental concrete construction includes curbs, gutters, sidewalks, sidewalk ramps, ADA ramps, driveways, bicycle/pedestrian paths and other Work indicated in the Contract Documents.
B. Parks and Recreation Department Standards: Incidental concrete surface restoration for Work having jurisdiction of the City of Kansas City, Missouri Parks and Recreation Department shall comply with the standards listed in paragraph CODES AND STANDARDS. All materials and construction standards are noted on the standard details.
C. Public Works Department Standards: All materials and construction for incidental concrete surface restoration for Work having jurisdiction of the City of Kansas City, Missouri Public shall comply with the standards listed in paragraph CODES AND STANDARDS:
   1. Sidewalks: KCMO PW 2301.
   2. Sidewalk ramps: KCMO PW 2301.

3. Driveways: KCMO PW 2301.
4. Bicycle/pedestrian paths: KCMO PW 2301.
5. Curbs: KCMO PW 2209.
6. Curb and gutters: KCMO PW 2209.

2.02 GRANULAR SUBBASE MATERIAL

A. Granular subbase material for incidental concrete construction shall conform to the requirements of Section 02200-Earthwork.

2.03 INCIDENTAL ASPHALT CONSTRUCTION

A. Incidental asphalt work includes, but is not limited to, the construction of asphaltic concrete sidewalks, driveways, bicycle/pedestrian ramps and other Work indicated in the Contract Documents.
B. Materials and construction for incidental asphalt surface restoration shall comply with the standards listed in paragraph CODES AND STANDARDS, KCMO PW 2302.

2.04 PAVEMENT

A. Restoration of pavements shall include, but is not limited to, streets, parking lots, alleys, and other areas subject to traffic and other Work indicated in the Contract Documents.
B. All materials and construction shall comply with the standards listed in paragraph CODES AND STANDARDS, KCMO PW 2200 and KCMO PW SR-1.
C. Pavement shall be restored with the type of material existing prior to the Work unless otherwise noted in the Contract Documents.

2.05 PAVEMENT MARKINGS

A. Materials and construction for incidental asphalt surface restoration shall comply with the standards listed in paragraph CODES AND STANDARDS, KCMO PW 2306.
B. Paragraph Method of Measurement shall not apply.
C. Paragraph Basis of Payment shall not apply.

2.06 AGGREGATE FOR SURFACING

A. Aggregate for surfacing shall meet the requirements of Section 02200-Earthwork, paragraph GRANULAR FILL MATERIAL.

2.07 SEEDING SODDING

A. Seeding shall conform to Section 02930 – Seeding.

2.08 SODDING

A. Sodding shall conform to Section 02931 – Sodding.

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall restore all permanent type pavements, sidewalks, driveways, curbs, gutters, and surface structures, lawns, landscaped areas, and other land covers that are removed or disturbed as a result of construction operations (unless otherwise requested in writing by the property owner).

3.02 FINAL GRADING

A. Final grading shall conform to Section 02200 – Earthwork, paragraph FINAL GRADING AND PLACEMENT OF TOPSOIL.
B. Finish grade the area to lines and grades which existed prior to the area being disturbed, with special attention directed to proper surface drainage, and the refilling of settled excavations with earth or fill compacted to the appropriate densities required.
C. Eroded areas and areas having inadequate drainage, as indicated by ponding of water, shall be filled.
D. Ruts, deep tracks, dead furrows, and ridges shall be eliminated.
E. The area shall be smoothed by raking and/or dragging.
F. Before placing topsoil, remove and dispose of excess gravel to the satisfaction of the City. Leave no stones larger than 1 inch on the surface.
G. Flower and vegetable gardens in existence prior to this project shall have the separately stored topsoil restored unless otherwise requested in writing by the property owner.
H. Cultivated areas shall be left in tillable condition; compacted areas shall be plowed or cultivated to loosen and aerate the soil.

3.03 AGGREGATE SURFACING

A. Unless otherwise indicated on the Drawings, gravel surfaces shall be restored with a minimum 6 inches of compacted aggregate,

3.04 ESTABLISHMENT OF TURF

A. Sodding
    1. Sodding shall be conducted in accordance with Section 02931 – Sodding.
    2. Unless otherwise specified in Section 01015 – Specific Project Requirements or on the Drawings, all unpaved areas that are established lawns prior to construction that are disturbed by construction shall be sodded (temporary seeding as approved by the City/Design Professional).
    3. If the Contract Documents do not identify the type of sod to be placed, then the sod type shall be the same as the type removed or damaged as part of the Work, or as directed by the City's representative (unless otherwise requested in writing by the property owner).
    4. Section 02931 – Sodding provides specification for the following sod types
        (a) Fescue Turf:
            (i) Type 1 Sod – Turf Type Tall Fescue.
            (ii) Type 2 Sod – Kentucky Blue Grass and Turf Type Tall Fescue.
        (b) Bermuda Turf: Type 3 Sod – Bermuda Grass.
        (c) Zoysia Turf: Type 4 – Zoysia Grass.
B. Seeding:
    1. Seeding shall be conducted in accordance with Section 02930 – Seeding.
C. Maintenance:
    1. The Contractor shall be responsible for maintaining all turfed areas disturbed by construction activities.
    2. Maintenance Period: The Contractor shall maintain turfed areas until all of the following conditions have been met:
        (a) The turf, including repairs, has been established as defined herein.
        (b) The turf meets the requirements of paragraph ACCEPTABLE CONDITIONS to the satisfaction of the City.
        (c) The minimum establishment period for all new turf, including repairs has passed.
        (d) The Contractor shall be responsible for maintenance of turfed areas until establishment.

(e) If specified in Section 01015 – Specific Project Requirements, the Contractor has provided notification in accordance with paragraph NOTIFICATION OF PROPERTY OWNERS.
(f) As approved by the City in accordance with paragraph EARLY RELINQUISHMENT OF MAINTENANCE RESPONSIBILITIES.

3. All turfed areas shall be kept in a healthy growing condition by watering, weeding, mowing, trimming, edging, repairs, etc.
4. Watering and Water Usage:
   (a) Promptly after seeding or sodding, wet the area thoroughly. Watering shall continue so as to keep all areas moist as needed to promote healthy growth.
   (b) 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.
   (c) All watering equipment required for the work shall be furnished by the Contractor.
   (d) Water may be taken from adjacent fire hydrants or public water lines only through metered and backflow protected hydrant connections permitted and issued by the City.
5. Mowing:
   (a) All turfed areas within the limits of the Site shall be mowed with approved mowing equipment to a height of 3 inches whenever the average height of vegetation becomes 5 inches.
   (b) Grass clippings shall be bagged with the mowing processes and clippings shall be disposed of off-site.

D. Establishment Period:
1. The establishment period for turfed areas shall be no less than 30 calendar days from the time of planting or last time of repair.
2. The Contractor may not request the Final Inspection (as specified in Section 00700 – General Conditions, Article 14) until all turfed areas have completed the minimum establishment period.

E. Acceptable Conditions:
1. Turfed areas will be acceptable when grasses are growing, are in good condition, and no area more than 20 percent of the total areas is bare; of which no single area shall be more than 1-foot square in area. Any bare area larger than this will not be acceptable and shall be re-seeded or re-sodded (as applicable) at no additional cost to the City.
2. For sodded areas, the grass shall be sufficiently rooted so that that sod pads cannot be lifted from the sod bed.

F. Early Relinquishment of Maintenance Responsibilities:
1. The Contractor may request in writing the early acceptance of turfed areas and a return of maintenance responsibilities to the property owner prior to the end of the maintenance period.
2. Limitations on Acceptance of Turf:
   (a) Acceptance of this request is at the sole discretion of the City.
   (b) Acceptance of the turf for the purposes of transferring maintenance responsibilities does not constitute acceptance of the Work as a whole, Substantial Completion, Partial Utilization, or a Final Inspection as define in Section 00700 – General Conditions and modified in Section 00800 – Supplementary Conditions.
3. Before the request is made, the following conditions must be met:
   (a) The turf, including repairs, has been established.
   (b) The minimum establishment period has passed for the turf, including repairs.
   (c) Work has substantially been completed within the area, and no other construction activities are anticipated that will disturb or damage the turf.

(d) The Contractor has demobilized all labor and equipment from the area.
(e) All construction materials have been removed from the area.

4. The Contractor shall submit a written request to the City indicating the area of the Site for which turf maintenance responsibilities are to be transferred to the property owners.
5. The Contractor shall schedule and inspection with the City and /or their representative to determine if the turfed areas are acceptable as specified above.
6. If the all turf within the defined area is acceptable, then the City will provide written notification to the Contractor documenting acceptance.
7. After acceptance of the request for relinquishment of maintenance, the Contractor shall perform the following:
   (a) Within 5 working days of acceptance, document the condition of the turfed areas in accordance with Section 01322 – Photographic and Video Documentation. Photographic documentation of conditions shall be conducted at no additional cost to the City.
   (b) Notify all affected property owners in accordance with paragraph NOTIFICATION OF PROPERTY OWNERS.
   (c) Provide written notification to the City that all affected property owners have been notified of the relinquishment of maintenance responsibilities.
8. After all the requirements listed above have been meet, then the City will consider maintenance responsibility of the identified turfed areas to be transferred to the respective property owners.

G. Notification of Property Owners: In accordance with Section 01581 – Public Communications, the Contractor shall notify all affected property owners that the Work on their property has been completed, that turf has been established and that maintenance of the turfed area is now the property owner's responsibility.

3.05 TREES, BUSHES AND PLANTS: PROTECTION AND REPLACEMENT

A. Protection:
   1. The protection of trees, bushes and plants shall be done in accordance with Section 02949 – Tree Protection, Removal and Replacement.

B. Transplanting shall be done in accordance with Section 02949:
   1. Existing trees, bushes, and hedges which cannot be tied back or trimmed to prevent damage and require removal because of the proposed construction shall be transplanted with a tree spade or replaced.
   2. Tree removal shall include the removal of stump and roots as specified in Section 02949.
   3. Transplanting shall be at the location directed by the City/Design Professional or as applicable by the Parks and recreation Department.
   4. After digging the plants, properly store them until they can be transplanted.

C. Pruning or Replacement:
   1. Pruning or replacement of trees shall be done in accordance with Section 02949 – Tree Protection, Removal and Replacement.
   2. Replacement plants shall not be delivered until they can be planted.

D. Plant during the proper seasons. Do not plant in frozen soil or during unfavorable weather conditions. Dig tree pits of such size as to provide ample space for the entire root system, as the tree comes from the nursery, without crowding or bending the roots. The pits shall be 12 inches wider than the ball diameter, have vertical sides, and be six inches deeper than the thickness of the ball. Thoroughly loosen the soil in the bottom of the pit by spading to a depth of six inches. Dig holes immediately before planting. Dispose of soil earth dug from the tree pits off the project site.

3.06 STREET CUT RESTORATION

A. All pavement restoration work in streets shall conform to KCMO PW SR-1 with the following exceptions:
   1. Pipe bedding material and installation shall conform to Section 02250 – Trenching, Pipe Embedment and Backfill.
   2. Backfill material and installation shall conform to Section 02250 – Trenching, Pipe Embedment and Backfill.
   3. With respect to DETAIL 1 – ASPHALT PAVEMENT SURFACE (SR-1, page 1 of 3), the Contractor may pour the Portland cement concrete cap to finish grade. If poured to finish grade, the Contractor shall mill the top of the Portland cement concrete cap a uniform 2 inches ensuring a 2" vertical profile at edge prior to installing the 2" Patch (Type-5-01).

B. Smoothness:
   1. The finish of the pavement surface shall be substantially free from waves or irregularities and shall be true to the established crown and grade.
   2. The final surface of pavement will comply with KCMO PW 2211.
   3. Testing for smoothness shall be conducted as directed by the City/Design Professional.
   4. Measurements for smoothness shall be pass or fail at the sole discretion of the City or their representative. No pay adjustments will be considered.

C. Provide a straight joint between the existing and new surface per KCMO PW SR-1. All joints shall be at right angles. Diagonal cutting of pavement is prohibited.

D. Unless the top 2" will be milled, cure and protect all exposed concrete installed under this contract in accordance with the referenced standard.

E. Unless additives are used to accelerate curing, concrete shall achieve 70% of maximum strength before allowing traffic or construction equipment on the concrete (as proven by cylinder breaks).

3.07 CONCRETE SIDEWALKS, TRAILS, DRIVEWAY APPROACHES, AND RAMPS

A. Remove concrete to the nearest joint. Removal of partial squares shall not be allowed.

B. Saw-cut existing sidewalks at construction joints. Patching existing sidewalk squares damaged during construction activities shall not be allowed.

C. Construct in accordance with all applicable KCMO Public Works and Parks and Recreation Standards.

D. Minimum concrete thickness for residential sidewalks, trails, driveway approaches, ADA ramps, etc. shall be in accordance with the applicable KCMO Public Works or Parks and Recreation Standard.

E. All concrete shall be constructed on a minimum of 4 inches of compacted granular sub-base material.

F. Where sidewalks are constructed across aggregate driveways, increase the thickness to a minimum of six inches across the width of the driveway.

G. At locations where sidewalks intersect with streets and sidewalk restoration is required, the Contractor shall construct sidewalk ramps in accordance with KCMO PW 2301.

3.08 CONCRETE CURB AND GUTTER

A. Curb and Gutter dimensions and cross sections shall conform to existing installations. Construct new curbs and gutter in accordance with KCMO PW C.

B. Expansion joints with dowels shall be placed where the new curb abuts existing curb and as required by KCMO PW C.

3.09 DRIVEWAY ENTRANCE/APPROACH RESTORATION

A. Driveways shall be restored to a width matching preconstruction conditions, as indicated on the Drawings, or as indicated Section 01015 – Specific Project Requirements.

B. Subgrades for driveway entrance restoration shall be in accordance with Section 02200 – Earthwork, paragraph BACKFILL AND COMPACTION.

C. The Contractor shall provide full driveway flare/approach replacement if any of the following conditions are met:
   1. The Work requires removal of a portion of the driveway which includes the driveway flare/approach.
   2. The Contractor damages the driveway flare/approach.
   3. As indicated on the Drawings.
   4. As specified in Section 01015 – Specific Project Requirements.

D. The Contractor may remove the drive approach and driveway pavement within the right-of-way and/or easements necessary to facilitate the Work.

E. The limits of restorations beyond disturbed areas shall be as follows:
   1. To the Nearest Joint: The Contractor shall restore paved driveway surfaces from the street pavement to the nearest existing driveway joint.
      (a) The Contractor shall saw cut the full depth of pavement to be removed.
      (b) In no case shall the joint created by saw cutting be less than 3 feet from an existing joint. Adjust the location of the saw cut accordingly.

F. Driveway Entrance Replacement Standards: Driveways entrances that abut improved streets shall be reconstructed in accordance with the following standards:
   1. Public Works Department Standards:
      (a) KCMO PW D-1.
      (b) KCMO PW D-2.
      (c) Construction shall be in accordance with KCMO PW 2301.
   2. Parks and Recreation Department Standards:
      (a) KCMO PR DC.
      (b) KCMO PR DR.
      (c) Construction shall be in accordance with KCMO PW 2301.
   3. Asphalt Driveway Entrances Abutting Unimproved Streets: Asphalt driveway entrances that abut unimproved streets shall be reconstructed in accordance with the following standards:
      (a) KCMO PW D-US.
      (b) Construction shall be in accordance with KCMO PW 2302.
   4. Concrete Driveways abutting Unimproved Street: Concrete driveway entrances that abut unimproved streets shall be reconstructed in accordance with the following standards:
      (a) KCMO PW D-US, except that the material for construction shall be concrete.
      (b) Construction shall be in accordance with KCMO PW 2301.
      (c) The concrete thickness shall be a minimum of 6 inches.
      (d) Expansion and contraction joints shall conform to the details shown on KCMO PW D-1.
      (e) New joints shall match existing joint patterns (finished the same as existing), but shall be spaced at a maximum distance of 10 feet in both directions ($\leq$ 100 square feet).

3.10 DRIVEWAY PATCHING

A. Driveway patching will be allowed if any of the following conditions are met:
   1. The Work does not require the removal of the driveway flare.
   2. The Contractor does not damage the driveway flare/approach.

3. As indicated on the Drawings.
4. As specified in Section 01015 – Specific Project Requirements.
5. As requested in writing from the City.

B. The Contractor may remove and replace a portion of the driveway necessary to facilitate the Work and the existing driveway flare may remain. Pavement shall be removed and replaced in accordance with the following:
   1. To the Nearest Joint:
      (a) The Contractor shall remove and replace damaged driveway surfaces from the joint of the driveway flare/approach to the nearest joint of the driveway.
         i. If the nearest joint is beyond the right-of-way or easement, the Contractor may saw cut the driveway if permitted by the City/Design Professional. In no case shall the joint created by saw cutting be less than 3 feet from an existing joint.
   2. The Contractor shall saw cut the full depth of pavement to be removed.

C. Subgrades for driveway patching shall be in accordance with Section 02200 – Earthwork, paragraph BACKFILL AND COMPACTION.

D. The Contractor shall replace all paved surfaces damaged or removed for the Work.

E. Concrete Driveways:
   1. Construction shall be in accordance with KCMO PW 2301.
   2. The thickness of the concrete shall be the same as the pavement removed or 6 inches; whichever is greater.

F. Asphalt Driveways:
   1. Construction shall be in accordance with KCMO PW 2302.
   2. The thickness of the concrete shall be the same as the pavement removed or 6 inches; whichever is greater.

3.11 ASPHALTIC CONCRETE PAVEMENT

A. Construction of asphaltic concrete pavement shall conform to KCMO PW 2200.

B. The limits of asphaltic concrete replacement shall be noted on the Drawings.

C. Applicable details for asphaltic concrete pavement reconstruction shall be as indicated on the Drawings or Section 01015 – Specific Project Requirements.

3.12 PORTLAND CEMENT CONCRETE PAVEMENT

A. Construction of Portland Cement Concrete pavement shall be in accordance with KCMO PW 2200. The limits of asphalt concrete replacement shall be noted on the Drawings.

B. The limits of Portland Cement Concrete pavement replacement shall be as indicated on the Drawings.

C. Applicable details for Portland Cement Concrete pavement reconstruction shall be as indicated on the Drawings or Section 01015 – Specific Project Requirements.

3.13 SUBSTANTIAL COMPLETION/ACHIEVEMENT OF FULL OPERATION

A. When the Contractor considers the Work ready for its intended use, the Contractor shall notify the City in accordance with Section 00700 – General Conditions, Article 14 – Payments to the Contractor and Completion.

3.14 CLEANUP

A. Cleanup operations shall be conducted in accordance with Section 01566 – Cleanup Operations.

3.15 SAFETY SIGNS, BARRICADES, LIGHTS AND PROJECT SIGNS

A. Maintain adequate safety signs, barricades and lights until final restoration is completed.

B. The Contractor shall install and maintain all project signs for the duration of the Work.

3.16 MAIL BOXES

A. Mail boxes shall be maintained through the duration of the project in accordance with Section 01000 – General Project Requirements, paragraph MAIL BOXES.

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.

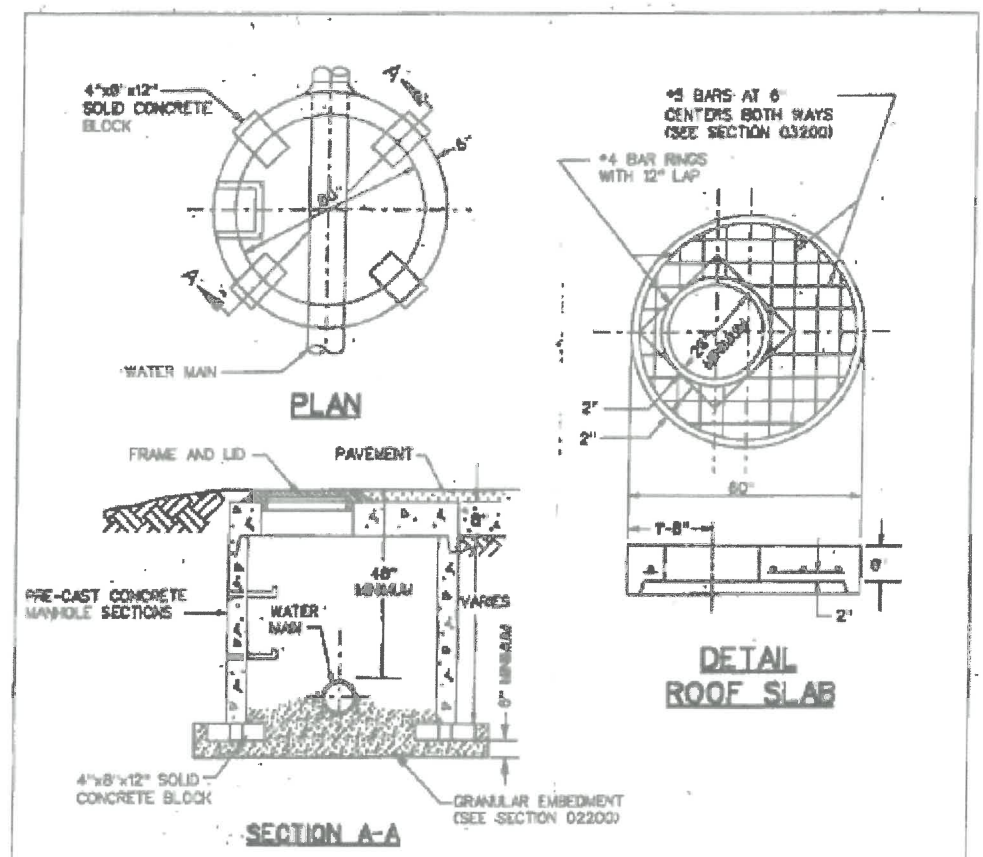
C. Set cover frames and covers level without tipping, to correct elevations.

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



NOTES:
1. VAULT SHALL BE STANDARD 60" I.D. PRECAST CONCRETE MANHOLE USING A MINIMUM RISER OF 48 INCHES. ADDITIONAL RISERS MAY BE USED, IF NEEDED, TO ADJUST DEPTH OF MANHOLE.
2. STEPS:
   (a) STEPS ARE TO BE 16 INCHES CENTER TO CENTER.
   (b) THE FOLLOWING STEPS MAY BE USED:
      1. LOCAY AND BAILEY CAST IRON STEPS NO. 2104.
      2. M-A INDUSTRIES PLASTIC COATED RE BAR "PS-1".
      3. OLIVER TIRE & RUBBER CO. RUBBER COATED "SURE-FOOT".
      4. DELTA PIPE PRODUCTS "WEDG-LOK WL-1"

TYPICAL PRE-CAST CONCRETE VAULT

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: FEBRUARY, 2003 CONSTRUCTION DETAIL DRAWING NO. 02608-1

SECTION 02618 – DUCTILE IRON PIPE FOR WATER MAINS

PART 1 - GENERAL

1.01 SUMMARY

A. This section covers materials and installation of pipe, fittings and relevant appurtenances associated with the installation of ductile iron pipe water mains. This section applies to all water mains 54 inches in diameter and smaller. This section also applies when diameters larger than 54 inches is specified for the project.

B. This section also includes Shop Coatings, Linings, Bolts, Nuts, Polyethylene Encasement and other Protective Coatings.

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 02200 – Earthwork.
E. Section 02250 – Trenching, Pipe Embedment and Backfill.
F. Section 02669 – Thrust Restraints.

1.04 CODES AND STANDARDS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

B. American Society for Testing and Materials (ASTM):

ASTM A276	Standard Specification for Stainless Steel Bars and Shapes
ASTM A307	Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile
ASTM D4976	Standard Specification for Polyethylene Tubing.

C. American National Standards Institute (ANSI):

ANSI/NSF61	Drinking Water Treatment Chemicals
ANSI B18.2.2	Nuts for General Applications: Machine Screw Nuts, Hex, Square, Hex Flange, and Coupling Nuts (Inch Series).

D. American Water Works Associations (AWWA):

AWWA C104/ANSI A21.4	Cement-Mortar Lining for Cast-Iron Pipe and Fittings
AWWA C105/ANSI A21.5	Polyethylene Encasement for Ductile Iron Piping
AWWA C110/ANSI A21.10	Gray-Iron and Ductile Iron Fittings
AWWA C111/ANSI A21.11	Rubber-Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings
AWWA C115/ANSI A21.15	Flanged Ductile-Iron Pipe with Ductile Iron or Gray Iron Thread
AWWA C150/ANSI A21.50	Standard for the Thickness Design of Ductile Iron Pipe
AWWA C151/ANSI A21.51	Ductile Iron Pipe Centrifugally Cast for Water
AWWA C153/ANSI A21.53	Ductile-Iron Compact Fittings, 3 in. through 24 in.

AWWA C203	Standards for Steel Pipe
AWWA C550	Protective Epoxy Interior Coatings for Valves and Hydrants
AWWA C600	Installation of Ductile Iron Water Mains and their Appurtenances.

E. International Organization for Standardization (ISO):

ISO 8179-1	Ductile Iron Pipes, Fitting, Accessories and their Joints – Zinc-Bases Coating – Part 1: Metallic Zinc with Finishing Layer.

1.05 INFORMATION PROVIDED BY THE CITY

A. As provided in the Contract Documents.

1.06 SUBMITTALS

A. Submit as specified in Section 01300 – Submittals.
B. Shop Drawings:
   1. Submit shop drawings and project data (laying schedule) for piping work showing pipe and fitting sizes, valve locations, joint details; and hydrant locations.
C. Product Data:
   1. Pipe Data. In accordance with paragraph QUALITY ASSURANCE.
   2. Test Data. In accordance with paragraph QUALITY ASSURANCE.
   3. Polyethylene Encasement.
   4. Push On Joints.
   5. Mechanical Joints.
   6. Flanged Joints.
   7. Appurtenances:
      (a) Tie rods.
      (b) Couplings.
   8. Interior Coatings.
   9. Exterior Coatings.
   10. Bolts and Nuts.
   11. Polyethylene Encasement.
D. Other Submittals:
   1. Manufacturer's Experience. In accordance with paragraph QUALITY ASSURANCE.

1.07 QUALITY ASSURANCE

A. Follow provisions of AWWA C600.
B. Manufacturer's Experience. The manufacturer shall be a company specializing in manufacturing the Products specified in this section with minimum three years documented experience. Submit manufacturer's experience in accordance with paragraph SUBMITTALS.
C. Mark rejected or defective materials and remove them from the work site.
D. The Contractor shall submit to the City written evidence of the following:
   1. Pipe Product Data. That the pipe furnished under this specification is in conformance with the material and mechanical requirements specified herein.
   2. Test Data. Certified copies of independent laboratory test results or mill test results from the pipe supplier may be considered evidence of compliance provided such tests are performed in accordance with the appropriate ASTM or AWWA testing standards by experienced, competent personnel. Pipe manufacturer's test results shall be stamped by a licensed Professional Engineer (PE) employed by the pipe manufacturer. In case of doubt

as to the accuracy or adequacy of mill tests, the City may require that the Contractor furnish test reports from an independent testing laboratory on samples of pipe materials.

E. The City will inspect all pipe, fittings, and accessories delivered to the site for damage, cleanliness, and conformance to the specifications. No damaged, broken, cracked, deformed, mishandled, imperfectly coated, defective pipe or fittings shall be used. At the sole discretion of the City and at no additional cost to the City, items that are not acceptable shall either be repaired or completely removed from the site.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Follow the provisions for the delivery, storage, protection and handling products to and at site provided in Section 01000 – General Project Requirements, paragraph PRODUCT DELIVERY, STORAGE AND HANDLING.

B. 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.

C. Under no circumstances shall pipe or accessories be dropped or dumped.

D. Pipe and fittings shall not be moved by inserting anything into pipe ends.

E. Pipe and fittings on which the cement lining has been broken or loosened shall be replaced at no additional cost to the City.

F. Where the damaged areas are small and readily accessible, the lining may be permitted to be repaired in accordance with AWWA C104 at no additional cost to the City.

1.09 ADDITIONAL COMPLIANCE SUBMITTALS

A. Additional requirements for compliance submittals will be found in Section 01015 – Specific Project Requirements.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE

A. Ductile iron pipe shall be designed and manufactured in accordance with AWWA C151/A21.51.

B. All pipe shall be manufactured from at least 90% recycled ferrous scrap material.

C. Pipe Thickness:

1. Pipe thickness shall be in accordance with AWWA C150/ANSI A21.50. The following minimum thickness shall apply:
   (a) Pipe 4 inches through 12 inches in diameter: Class 52.
   (b) Pipe 16 inches through 54 inches diameter: Class 54.
2. Pipe thickness classifications shall be as noted on the Drawings.

D. Exterior Coating:

1. The exterior of ductile iron pipe (not including fittings) shall be coated with a layer of arc-sprayed zinc conforming to ISO 8179-1.
2. The mass of the zinc applied shall be 200 g/m^2 of pipe surface area.
3. A finishing layer topcoat shall be applied to the zinc.
4. 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.
5. The manufacturer shall clearly mark the outside of each pipe indicating the pipe has been coated in accordance with these specifications.

E. Interior Coating/Lining:
   1. All pipe shall be cement mortar lined in accordance with AWWA C104/ANSI A21.4.
   2. Pipe cement-mortar lining shall be without an asphaltic interior seal coating.

2.02 PUSH ON JOINTS

A. Pipe joints shall be of the push-on type unless otherwise specified or as shown on the Drawings.
B. Joints shall conform to ANSI/AWWA C111/A21.11.
C. 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.
D. Restrained Joints. See Section 02669 – Thrust Restraints.

2.03 TESTING

A. All pipe shall be tested and documented per AWWA C151 and paragraph 1.07 D.2 defined herein.
B. All pipe 30" and larger shall also be hydrostatically tested to 75% of the yield strength of the metal based on the nominal thickness of the pipe.

2.04 FITTINGS

A. All fittings shall be made of Ductile Iron and manufactured according to AWWA C110/ANSI A21.10 or AWWA C153/ANSI A21.53.
B. 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.
C. Welded-on outlets may not be used in lieu of tees.
D. Flanged Joints: Shall be provided with full-face gaskets and shall meet the requirements of AWWA C115/ANSI A21.15.
E. The exterior of fittings shall be coated with a layer of arc-sprayed zinc conforming to ISO 8179-1 or a zinc-rich primer conforming to ISO 8179-2. A finishing layer topcoat shall be applied to the zinc.
F. Interior coating/lining shall be cement in accordance with ANSI/AWWA C104/A21.4, with double cement lining.
G. As an alternative for interior/exterior coatings on fittings, the manufacturer may use a fusion bonded epoxy that is NSF 61 approved for potable water use and compiles with AWWA C550.

2.05 GLANDS AND OTHER APPURTENANCES

A. All glands shall have a polyester triglycidyl isocyanurate (TGIC) powder coating or an approved equal applied for corrosion protection. See also Section 02669 – Thrust Restraints.
B. Tie Rods shall be ASTM A276, Type 304 or Type 316 Stainless Steel.
C. Couplings (when approved for use by the Water Services Department) shall be:
   1. Dresser "Style 38".
   2. Smith-Blair "441 or 411 Flexible Coupling"; without pipe stop.
   3. Bolted compression type couplings shall be manufactured of epoxy coated steel or ductile iron specifically for use with ductile iron pipe.

2.06 TEE-BOLTS AND NUTS

A. Tee-Bolts shall be manufactured with high-strength, low-alloy steel in accordance with AWWA C111 and ASTM A307, with chamfered or rounded ends projecting 1/4 to 1/2 inch from surface.
B. Nuts shall be hexagonal manufactured in accordance with ASTM A307 and ANSI B18.2.2.
C. Provide ceramic-filled, baked-on, fluorocarbon resin coating for tee-bolts and nuts.
D. Include factory-applied lubricant that produces a low coefficient of friction for the ease of installation.

2.07 MARKINGS

A. Markings shall be legibly cast in the pipe or painted thereon with waterproof paint.

2.08 POLYETHYLENE ENCASEMENT

A. Polyethylene encasement materials shall be in accordance with ASTM D4976 and AWWA C105/ANSI A21.5.
B. The Contractor may use either Linear Low Density (LLD), High Density Cross Laminated (HDCL) or V-Bio® Enhanced Polyethylene film with the minimum properties indicated in Table 1 below:

Table 1. Minimum Requirements for Polyethylene Encasement

Item	LLD	HDCL	V-Bio®
Thickness, mil	12	4	8
Tensile Strength, psi	4,400	6,300	3,600
Elongation, percent	1,000	100	700
Dielectric Strength, v/mil	1,900	800	800
Tear Resistance, gf	4,400	250	2,550
Impact Resistance, g	1,100	800	600

C. Polyethylene encasement shall be provided in tubes. Sheeting is not allowed. The minimum tube size for each pipe diameter shall be in accordance with Table 2.

Table 2. 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

Table 2. Polyethylene Flat Tube Width (inches)

Nominal Pipe Diameter (inches)	Push-on Bell & Spigot Joints	Mechanical Joints
16	37	37
18	41	41
20	45	45
24	53	53
30	67	67
36	81	81
42	81	81
48	95	95
54	108	108

D. Color: The color of polyethylene encasement shall be blue.
E. Adhesive Tape: 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, Tape coat CT or approved equal (duct tape is not allowed).
F. Sheeting is permitted for use on point repairs under 12 foot in length. All point repairs 12 foot and longer shall use tubing.

PART 3 - EXECUTION

3.01 INSPECTION

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

3.02 PREPARATION

A. Cutting Pipe:
   1. 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.
   2. After cutting, the end of the pipe shall be dressed with a file to remove all roughness and sharp corners.
   3. Cutting of pipe with a torch will not be permitted.
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.

3.03 LAYING PIPE

A. Runs intended to be straight shall be laid straight.

B. Deflections from a straight line or grade shall not exceed the maximum joint deflections for full length pipe as stipulated in AWWA C600. Shorter pipe sections or special bends shall be installed where the alignment or grade requires them.
C. Pipe shall be protected from lateral displacement by pipe embedment material installed as specified in Section 02250 – Trenching, Pipe Embedment and Backfill.
D. Under no circumstances shall the pipe be laid in water; and no pipe shall be laid in unsuitable trench conditions.
E. Pipe shall be laid with the bell ends facing the direction of laying except when reverse laying is specifically authorized by the City.
F. Whenever pipe laying is stopped, the open end of the line shall be sealed with a watertight plug that will prevent water and other debris from entering the pipe.
G. No pipe length less than 18 inches in length shall be used.

3.04 MECHANICAL JOINTS

A. After proper joint cleaning, the gasket and gland shall 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.
B. 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.
C. The bolts shall be slightly and uniformly tightened.
D. Deflection may be made after the bolts are tightened.
E. 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.
F. 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.
G. 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

H. 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.

3.05 PUSH-ON JOINTS

A. 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.
B. 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.
C. 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 KC Water.

3.06 FLANGED JOINTS

A. 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.
B. Use full-face gaskets only.

3.07 RESTRAINED JOINTS

A. Restrained joints shall be installed in accordance with the pipe manufacturer's recommendations.
B. All joints within utility casings shall be restrained joints.

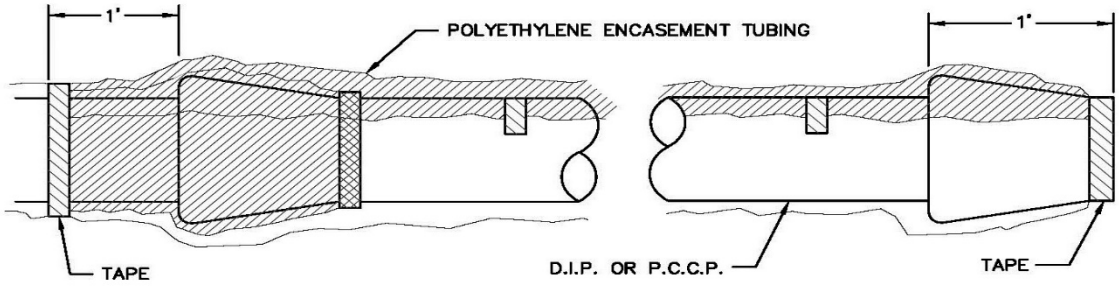
3.08 POLYETHYLENE ENCASEMENT

A. Polyethylene encasement shall be installed on all ductile iron pipe, fittings and appurtenances. The polyethylene shall be installed in a manner to prevent contact between the pipe, fittings, and the surrounding embedment.
B. The polyethylene encasement shall be installed as shown on the Construction Detail No. 02618-1 and as follows:
    1. Polyethylene encasement tubing shall be approximately two (2) feet longer than the length of the pipe section to provide a one (1) foot of overlap on each adjacent pipe section.
    2. Repair rips, punctures, or other damages to the polyethylene encasement 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 City.
C. Bolted Connections: All bolted connection shall by protected by 2 layers of polyethylene encasement. A minimum of 6 inches of overlap is required on each side of the connection.
D. Pipe-Shaped Appurtenances: Bends, reducers, offsets, and other pipe-shaped appurtenances shall be covered with polyethylene in the same manner as the pipe.
E. Odd-Shaped Appurtenances:
    1. 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 encasement tube.
    2. The sheet shall be passed under the appurtenance and brought up around the body.
    3. Seams shall be made by bringing the edges together, folding over twice, and taping down.
    4. Tape polyethylene encasement securely in place at overlaps, valve tops and all other penetrations.
F. Lifting devices shall not be placed over polyethylene.
G. Polyethylene shall be protected from exposure to weather or damage at all times.
H. Openings in Encasement:
    1. Openings for branches, 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.
    2. 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.
    3. The new appurtenance shall be wrapped.
I. Junctions between Wrapped and Unwrapped Pipe:
    1. 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.
    2. Secure the end with three circumferential turns of tape.

J. Service Taps:
   1. Wrap 3 layers of adhesive tape over the polyethylene encasement, covering the area where the tapping machine will be mounted.
   2. Mount the machine over the tape.
   3. Make the tap and install the corporation stop through the tape and polyethylene encasement.
   4. After making the service connection, inspect the polyethylene and repair damaged areas with tape.

DETAIL 02618-1 ON NEXT PAGE

DETAIL 02618-1



NOTES:

1. TAPE IN ACCORDANCE WITH AWWA C105

POLYETHYLENE ENCASEMENT
FOR BURIED PIPE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02618-1

DEVELOPED BY: TECHNICAL ADVISORY COMMITTEE
APPROVED BY:
DATE: 12/02/2020

1 OF 1

END OF SECTION

SECTION 02641 – WATER VALVES

PART 1 - GENERAL

1.01 SUMMARY

A. This section provides valve specifications and installation requirements for all valves and the associated appurtenances required for the project.

B. This section includes: Gate Valves, Butterfly Valves, Air Release Valves, Tapping Valves, Valve Boxes, Bases, Lids and Covers, Torque Limiting Devices, Valve Seals, Coatings and Check Valves.

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 02250 – Trenching, Pipe Embedment and Backfill.
E. Section 03608 – Concrete Vaults.
F. Section 05012 – Water Castings.

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 A48	Standard Specifications for Gray-Iron Castings.
ASTM A126	Standard Specifications for Gray-Iron Castings for Valves, Flanges, and Pipe Fittings.
ASTM A276	Standard Specification for Stainless Steel Bars and Shapes.
ASTM A536	Standard Specification for Ductile Iron Castings.
ASTM A564	Standard Specification for Hot-Rolled and Cold-Finished Stainless Steel Bars and Shapes.
ASTM D47	Standard Test Method for Rubber Property-Effect of Liquids.
ASTM D1149	Standard Test Method for Rubber Deterioration-Surface Ozone Cracking in a Chamber.

C. American Water Works Association (AWWA):

ANSI A21.11/ AWWA C111	Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
AWWA C504	Rubber-Seated Butterfly Valves.
AWWA C508	Swing-Check Valves for Waterworks Service, 2in. – 24 in.
AWWA C509-94	Standard Specification for Resilient Seated Gate Valves for Water Supply Service.

AWWA C512-99	Performance Standards for Air Release, Air/Vacuum, and Combination Air Valves for Water Works Service.
AWWA C515-09	Standard Specification for Reduced Wall Resilient Seated Gate Valves for Water Supply Service.
AWWA C153	Standard Specification for Ductile Iron Watermain Fittings.

1.05 MATERIALS PROVIDED BY THE CITY

A. Valves and appurtenances to be provided by the City shall be as indicated in Section 01015 – Specific Project Requirements.

1.06 SUBMITTALS

A. Submit as specified in Section 01300 – Submittals.

B. Shop Drawings:

1. Detailed drawings, data and descriptive literature on all valves and appurtenances; including, but not limited to, the following:
   (a) Manufacturer.
   (b) Dimensions.
   (c) Size.
   (d) Specification for materials of construction.
   (e) Weight.
   (f) Protective coating.
   (g) Actuator weight and turns to operate where applicable.
   (h) Calculations for actuator torque where applicable.
   (i) Proof of design tests in accordance with AWWA C504, Section 5 – Verification. Tests shall include the following:
      (i) Hydrostatic test.
      (ii) Actuator proof of design testing.
      (iii) Test valve rehabilitation.
      (iv) Certification for proof of design.
   (j) Cross section drawings detailing all components.
   (k) Exploded assembly drawings.
   (l) Parts list.
2. 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. See part E. and Part 1.11 of this Section.

C. Product Data:

1. Gate Valves:
   (a) Provide catalog data, including illustration and a parts list that identify the materials used for various parts. The information shall be in sufficient detail to serve as a guide in the assembly and disassembly of the valve and for ordering repair parts.
   (b) Provide manufacturer's drawings showing the principal dimensions, construction detail, and materials used for valve parts.

D. Other Submittals:

1. Furnish the Butterfly Valve manufacturer's warranty that applies to the valves and actuators being proposed. 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.

2. Furnish the Gate Valve manufacturer's warranty. See Paragraph 1.10 of this Section.
3. Furnish Affidavits of Compliance from the Butterfly Valve manufacturer and Gate Valve manufacturer.
4. Additional Affidavit of Compliance for Coatings: Submit affidavit(s) of compliance associated with the painting of the interior and exterior of the valves.

1.07 QUALITY ASSURANCE

A. The Contractor is responsible for the quality assurance and quality control of the Work.
B. Manufacturer:
   1. 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.
   2. All valves of the same type shall be the product of one (1) manufacturer.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Follow the provisions for the delivery, storage, protection and handling of products to the site and on-site provided in Section 01000 – General Project Requirements.
B. Butterfly Valves:
   1. All other requirements of AWWA C504 Section 6.2 "Shipping" shall apply. Requirements include, but are not limited to, the following:
      (a) Cavities: The manufacturer shall prepare valves for shipment by draining all valve cavities.
      (b) Fastening requirements: Valves larger than 36 in. (900 mm) shall be bolted or otherwise fastened to skids. 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
      (c) Surfaces: Uncoated steel and iron-machined surfaces shall be coated with a corrosion inhibitor.
      (d) Flange protection: Full-face flange protectors of metal, waterproof plywood, or weather-resistant pressboard, of at least the outside diameter of the flange, shall be fastened to each flange to protect both the flange and the valve interior.
      (e) Small valves: Small valves may be fully packaged at the manufacturer's option.
      (f) Valve components: Components shipped unattached shall be adequately protected and identified for correct field assembly.

1.09 INFORMATION TO BE SUBMITTED WITH BID

A. Butterfly Valves:
   1. Descriptive Literature: The Bidder shall include literature describing the valves and actuators to be furnished.
   2. Warranty: The Bidder shall furnish three copies of the manufacturer's warranty that applies to the valves and actuators proposed for the Work. The warranty shall meet the requirements of paragraph WARRANTIES below.

3. The Contractor's selection of butterfly valve manufacturer will be approved as part of the Bid process. Changes to information submitted with the Bid will not be allowed unless otherwise approved.
4. Butterfly valves and actuators that do not meet the minimum requirements of this specification may constitute a non-responsive bid.
5. Failure to provide the requested information with the Bid may constitute a non-responsive bid.

1.10 WARRANTIES

A. Gate valves:
   1. The manufacturer shall warranty that all gate valves provided for the Project will be free from defects in material and workmanship.
   2. 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 (20) years from the date of shipment, whichever comes first.
   3. Submit in accordance with paragraph SUBMITTALS manufacturer's warranty for all butterfly valves provided. Warranty documentation shall include the date of shipment and unique serial number for each valve.

B. Butterfly valves:
   1. The manufacturer shall warranty that all butterfly valves and actuators provided for the Project are free from defects in material and workmanship.
   2. 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 (20) years from the date of shipment, whichever comes first.
   3. Submit in accordance with paragraph SUBMITTALS manufacturer's warranty for all butterfly valves provided. Warranty documentation shall include the date of shipment and serial number for each valve.

PART 2 - PRODUCTS

2.01 GENERAL

A. Marking and identification of valves shall conform to AWWA C504 or AWWA C509/C515.

2.02 GATE VALVES

A. Approved gate valve manufacturers:
   1. Clow.
   2. Mueller.
   3. M&H.
   4. AVK.
   5. EJ

B. Gate valves shall be used on all water mains 12-inches and smaller.

C. 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/C515. AWWA C515 Reduced-wall valves shall have a body and flange thickness/depth equal to or greater than AWWA C153.

D. Valve Ends:
   1. Mechanical Joint or Push-on Joint: Conforming to ANSI A21.11/AWWA C111 except where flange ends are required. Flanges shall be uniform in thickness/depth, thinning of flange face between bolt locations is prohibited. All glands shall be ductile iron.
   2. Flanged: Conforming to the dimensions and drilling of ANSI B16.42 for ductile iron flanges and flange fittings, Class 150. The laying lengths of the flange valves shall conform to the dimensions of ANSI B16.42.

E. Valve Gate:
   1. 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.
   2. No sliding or shear is permitted on the resilient seat, when compressed to a drop-tight shut-off.

F. Fasteners: All exterior bolts and nuts shall be ASTM A276 Type 304 or Type 316 stainless steel.

G. Operating Nut: The valve shall be equipped with a two-inch square operating nut produced from a material that is corrosion resistant (stainless steel, bronze, etc.) and has a minimum yield strength of 40 KSI. Operating nut shall have a flanged base upon which shall be cast the word OPEN and an arrow indicating the direction to open. The operating nut shall be securely pinned to the actuator shaft using a corrosion resistant (stainless steel, bronze, etc.) fastener.

H. 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.

I. 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.

J. 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.

K. Tapping Valves: The valves shall be 200 psi, ductile iron body, resilient-seated, tight closure gate valves with non-rising stems in conformance with AWWA C509/C515, except that the outlet end shall be a standard mechanical joint end conforming to ANSI A21.11/ AWWA C111 and the inlet end shall have an inlet flange conforming to ANSI B16.42 for ductile iron flanges, Class 150. Gland shall be ductile iron.

2.03 BUTTERFLY VALVES

A. Approved butterfly valve manufacturers:
   1. M&H.
   2. Dezurik.
   3. VSI.

B. Butterfly valves shall be used on all mains 16-inches and larger.

C. Affidavit of Compliance:
   1. For each butterfly valve or appurtenance provided as part of the Contract, the Contractor shall submit the manufacturer's affidavit of compliance.

2. The affidavit shall certify that each butterfly valve or appurtenance meets the minimum requirements of the specifications.
3. Affidavits shall be printed on the manufacturer's letterhead and signed by responsible officials of the manufacturer attesting that the product meets specification requirements.
4. The affidavit must be dated after the award of the contract.

D. Butterfly valves shall comply with AWWA C504 and as specified herein:
1. Butterfly valves shall be rubber-seated.
2. Size: 16-inches through 72-inches in diameter.
3. Operating pH Range: 6 to 12.
4. Operating temperature range: 33º to 125ºF.
5. Maximum steady-state fluid working pressure: 250 psig.
6. Maximum steady-state differential pressure: 250 psi.
7. Maximum full open fluid velocity: 16 ft./sec (based on nominal valve size).

E. Body Type:
1. Vault Installation:
(a) Short Body, Flanged Valves.
(b) Material: Ductile Iron cast to full gray cast iron thickness.
(c) Class 150B for sizes 16-inches through 72-inches.
(d) Class 250B in sizes 16-inches through 48-inches.
2. Direct Bury Installation:
(a) Short Body, Mechanical-Joint-End Valves.
(b) Material: Ductile Iron cast to full gray cast iron thickness.
(c) Class 150B and Class 250B for sizes 16-inches through 24-inches.
(d) Class 150B and 250B for sizes 30-inches through 48-inches.

F. Actuators for Butterfly Valves:
1. Limitorque Model HBC series.
2. Auma Model GS series.

G. Torque Limiting Devices:
1. Model D86 Overtorque Protector Model D86 as manufactured by Aunspach Controls Company, Inc.

H. Interior Coatings for Valves 54-inches and greater:
1. Tnemec N141.

I. Exterior Coatings for Valves 54-inches and greater:
1. Tnemec N141.

J. The valves and actuators shall be of the latest model with all standard accessories ordinarily furnished to the industry except as otherwise specified herein.

K. All valves of one size shall be built by one manufacturer with actuators built by one manufacturer.

L. Serial Number: Each valve shall have a unique serial number, which shall be part of the information on the tag specified in paragraph MARKING REQUIREMENTS.

M. Marking Requirements:
1. Markings shall be cast on the body with raised letters or provided on a plate.
2. Plates shall be corrosion-resistant and shall conform to ASTM A276 Type 304 or Type 316 stainless steel.
3. At a minimum, the markings shall show the following information:
(a) Valve size.
(b) Manufacturer.
(c) Class.

(d) Year of manufacture.
(e) Unique serial number.
(f) 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 trunnion, tagged or cast, in ¼-inch high print, "SEAT THIS SIDE."
(g) Number of turns to fully open or close the valve.

4. If the design is such that there is a preferred seating direction, the seating direction shall be marked.
5. Lettering Dimensions:
   (a) Cast letters: ½-inch minimum.
   (b) Plate letters: ⅛-inch minimum. Letters shall be etched or engraved.

N. The quantity, pressure rating, valve material type, and size of each valve shall be as indicated on the Drawings.
O. Design: All valve parts shall be designed for a minimum safety factor of 3 based on yield strength, or a safety factor of 5 if based on tensile strength.
P. Flow Coefficient:
   1. The flow coefficient in terms of velocity head (K), in the full open position, shall not be greater than indicated in Table 1:

Table 1 - Maximum Allowable Flow Coefficients (K)

Valve Size	Valve Pressure Rating		
	75 psi	150 psi	250 psi
16-inch through 24-inch	0.40	0.45	0.55
30-inch through 48-inch	0.40	0.40	0.50
54-inch through 72-inch	0.40	0.40	---

   2. 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.

Q. Minimum Port Diameter: The minimum port diameter through the valve shall not be less than indicated in Table 2:

Table 2 – Minimum Allowable Port Diameter

Nominal Valve Size (inches)	Allowable Difference in Diameter (inches)
16 through 42	1
48 through 54	1 ¼
60 through 72	1 ½

R. 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.
S. Valve Body: The valve body shall be ductile iron poured to full gray iron thickness.
T. End Plate: No bolt or end thrust adjusting screw shall extend through the End Plate.
U. End Connections:
    1. The dimensions and drillings of end flanges shall conform to ANSI B16.42 for 75 psi valves, ANSI B16.42 Table 5 for 150 psi valve and 250 psi valves, both with 150 psi drillings.
    2. If specified or shown on the Drawings, 250 psi dimensions and drillings of end flanges shall conform to ANSI B16.42 Table 8, to include but not be limited to, flange outside diameter, flange thickness, bolt circle diameter, bolt diameter, and bolt quantity.
    3. The mechanical joint valves are to include the following accessories: gaskets, ductile iron gland rings, mechanical joint bolts, and nuts.
V. Shafts:
    1. All valve shafts shall be in accordance with AWWA C504 Table 3 unless otherwise amended herein.
    2. 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.
    3. 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.
    4. The valve shaft shall be completely enclosed between the valve body and the actuator body.
W. Valve Disc: The valve disc shall be ductile iron and shall seat perpendicular to the centerline axis of the valve body.
X. Valve Seats:
    1. The resilient seat shall be EPDM synthetic rubber applied to the valve disc.
    2. 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.
    3. Resilient seats shall be field adjustable and replaceable without special tools or instruction.
    4. Mating surfaces for the valve seats shall be ASTM A276 Type 304 or Type 316 stainless steel.
    5. All seats shall be designed to provide tight shut-off with flow in both directions.
Y. Shaft Seals:
    1. Seal shall be provided by the use of standard V-type packing or standard “O” ring seals; pull-down packing is not acceptable.
    2. The valve shall be designed so that the actuator may be removed and replaced while the valve is in service without losing water.
Z. Actuator:
    1. 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.
    2. 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.

3. All actuators shall have outside mechanical adjustments capable of adjusting valve travel without removing the valve from the pipeline or removing the actuator cover.
4. Direction of Operation:
   (a) Buried service valves shall open right (clockwise).
   (b) Vault service valves shall open left (counterclockwise).
5. Operating Nut: The actuator shall be equipped with a two-inch square operating nut produced from a material that is corrosion resistant (stainless steel, bronze, etc.) and has a minimum yield strength of 40 KSI. The operating nut shall have a flanged base upon which shall be cast the word OPEN and an arrow indicating the direction to open. The operating nut shall be securely pinned to the actuator shaft using a stainless steel fastener.
6. Handwheels: For vault service valves, 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.
7. 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.
8. 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.
9. 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 in Table 3:

Table 3 – Minimum and Maximum Turns for Butterfly Valves

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

AA. Painting Interior of Valves:
1. The interior of valves sizes 16-inch through 72-inch shall be coated with a white, NSF 61 certified, fusion-bonded or powder coated epoxy.
2. Surface preparation and application shall be in accordance with SSPC PA-1.
3. The dry film thickness of the coating shall be a minimum of 10 mils.

BB. Painting Exterior of Valves:
1. The exterior of valve sizes 16-inch through 48-inch shall be coated with an NSF 61 certified, fusion-bonded or powder coated epoxy.
2. The exterior of valve sizes 54-inch through 70-inch shall be coated with an epoxy paint.
3. 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.

CC. Factory Inspections:
1. The City's representative shall witness the performance, leakage and hydrostatic tests as prescribed in AWWA C504, Section 5 – Verification. Factory tests shall be conducted at the Manufacturer's facility.
2. The City's representative will inspect all valves provided as part of the Contract for conformance to the Contract Documents.
3. No valve shall be shipped from the manufacturer's facility until it passes the factory inspection to the satisfaction of the City.
4. All costs associated with the factory inspection shall be included in the Bid. The Contractor (or valve manufacturer) shall pay all expenses for transportation, lodging, and meals required by the City's representative to complete the inspection. Absolutely no expenses are to be paid by the City's representative at any time. All transportation and lodging shall be subject to approval by the City.
5. The Contractor shall coordinate with the City's representative regarding the schedule for the factory inspection. The inspection date and time shall be approved by the City.
6. The need for multiple factory inspections is at the discretion of the Contractor (or valve manufacturer.) The costs to conduct multiple inspections, or to reschedule a factory inspection, shall be included in the Bid and shall be conducted at no additional cost to the City.

DD. Post-Delivery Inspections:
1. After the valves are delivered, the City may again test the valves and actuators for compliance with the Contract Documents.
2. Any valve that does not meet specifications or fails testing will be considered defective work, and shall be addressed in accordance with Section 00700 – General Conditions, Article 13 – Tests and Inspection; Correction, Removal or Acceptance of Defective Work.
3. The Contractor shall also be responsible for all testing expenses incurred by the City for all valves that fail to perform as specified herein.

EE. Torque Limiting Devices:
1. Contractor shall provide a Torque Limiting Device for each direct-bury butterfly valve as specified herein.
2. 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.

3. The torque level of the unit shall be adjustable so it may be field set to release at a desired torque limit.
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 direct 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 to secure the torque limiting device to the operating nut.

2.04 AIR RELEASE VALVES AND COMBINATION VALVES

A. Approved manufacturer:
   1. ARI Flow Control Accessories.
B. Air Release Valves:
   1. Air release assemblies shall be manufactured in accordance with AWWA C512 performance standards.
   2. 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.
C. Air Release Valves for mains 12-inches in diameter or smaller shall be 3/4-inch in Diameter unless otherwise specified.
   1. Isolation valves shall be ¾-inch stainless steel ball valves, 150 psi working pressure.
   2. Air release valves shall be installed in accordance with Drawing No. 02641-1.
   3. Provide vault cover with minimum one 1-inch diameter hole for air flow.
D. Combination Air Release Valves for mains larger than 12-inches in diameter:
   1. The contractor shall submit to ARI Flow Control Accessories the bid documents so ARI may perform a sizing and placement analysis to verify the placement and sizing of the valves specified during the design of the waterline.
   2. Isolation valves shall be 2 inch stainless steel ball valves with screwed, non-rising stems, 175 psi working pressure or wafer style BFV with handwheel or lever operator.
   3. Air release valves shall be installed in accordance with Drawing Nos. 02641-2 and 02641-2B.
   4. Provide vault cover with a minimum of four 1-inch diameter holes for air flow.

E. Air Release Valves for mains 12-inches in diameter or smaller shall be 3/4-inch in diameter unless otherwise specified:
   1. Model S-050 as manufactured by ARI Flow Control Accessories.
F. Combination Air Release Valves shall be used for mains larger than 12-inches in diameter:
   1. Model D-040 Combination Air Release Valve 2-inch as manufactured by ARI Flow Control Accessories.
   2. Model D-060 Combination Air Release Valve 3-inch and larger as manufactured by ARI Flow Control Accessories.

2.05 VALVE BOXES AND BASES

A. Approved manufacturers:
   1. Ametek.
   2. MacLean Highline.
   3. Pentek Access Boxes.
B. All valve boxes and bases shall be one-piece only.
C. One-piece valve boxes and bases shall be injection molded plastic conforming to ANSI/ASTM 2853, Class 1212.

2.06 VALVE BOX LIDS AND COVERS

A. Approved manufacturers and models shall be in accordance with this section and section 05012 – Water Castings.
B. Approved manufacturers:
   1. Clay & Bailey.
   2. Sigma Municipal Castings.
   3. Star Pipe Products.
   4. EJ.
   5. MacLean Highline.
   6. Pentek Access Boxes.
C. The approved manufacturers shall submit their model in accordance with this Section and Section 01300 – Submittals for review and approval.

2.07 CHECK VALVES

A. Approved manufacturers:
   1. Kennedy Valve.
   2. ValMatic.
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 16.42 – Class 150 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 shall be clean, sound and without defects. 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 and 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.

2.08 VAULTS

A. Concrete vaults shall conform to Section 03608 – Concrete Vaults.

PART 3 - EXECUTION

3.01 INSPECTION

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

3.02 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. Install in accordance with Standard Detail No. 02641-4 – Actuator Nut Extension.
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 City.

3.03 AIR RELEASE VALVES

A. Air release valves shall be installed in accordance with the following Standard Details:
    1. Mains 12-inches and smaller:
        (a) Standard Detail No. 02641-1 – Typical Air Release, 12” Mains and Smaller.
    2. Mains 16-inches and larger:
        (a) Standard Detail No. 02641-2 – Typical Air Release, 16” Mains and Larger.
        (b) Standard Detail No. 02641-2a – Typical Air Release, 3” ARVs & CAVs, Type “A” Setting, 16” Mains and Larger.
        (c) Standard Detail No. 02641-2b – Typical Air Release, 3” ARVs & CAVs, Type “B” Setting, 16” Mains and Larger.

3.04 BUTTERFLY VALVES

A. Install in accordance with Standard Detail No. 02641-3 –Typical Butterfly Valve Installation.

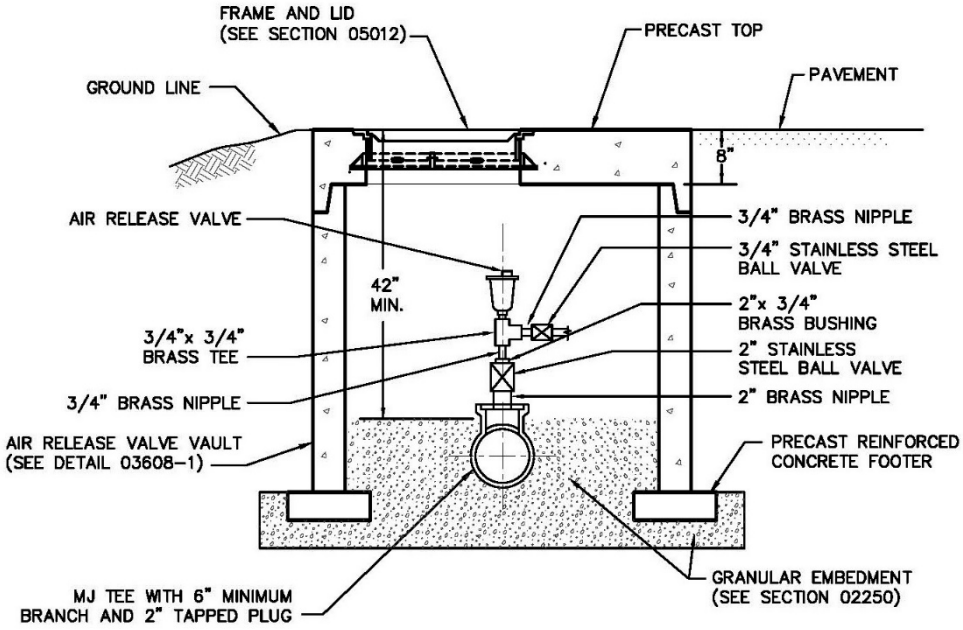
3.05 QUALITY CONTROL

A. 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 "O" 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 zero leakage during the test through the casting, the end joints or the shaft seals. Any part damaged by the Manufacturer's factory testing shall be replaced or a new valve provided.
   6. The hydrostatic test period for 4-inch valve bodies through 20-inch bodies shall be at least 3 minutes. Valve body's 24-inch and larger shall be tested for at least 10 minutes.

B. Operational Test for all valves:
   1. Prior to installation, each valve shall be operated three times from the fully closed to the fully open position and vice versa.
   2. Each valve shall also be tested in the same manner following installation.

THE FOLLOWING SIX PAGES CONTAIN
TYPICAL INSTALLATION DETAILS

DETAIL 02641-1



NOTES:

1. THE ABOVE PIPING, FITTING, AND VALVES ARE FOR MAINS 12 INCHES AND SMALLER.
2. FOR VAULT SEE DETAIL 03608-1.
3. ALL NIPPLES ARE TO BE BRASS.

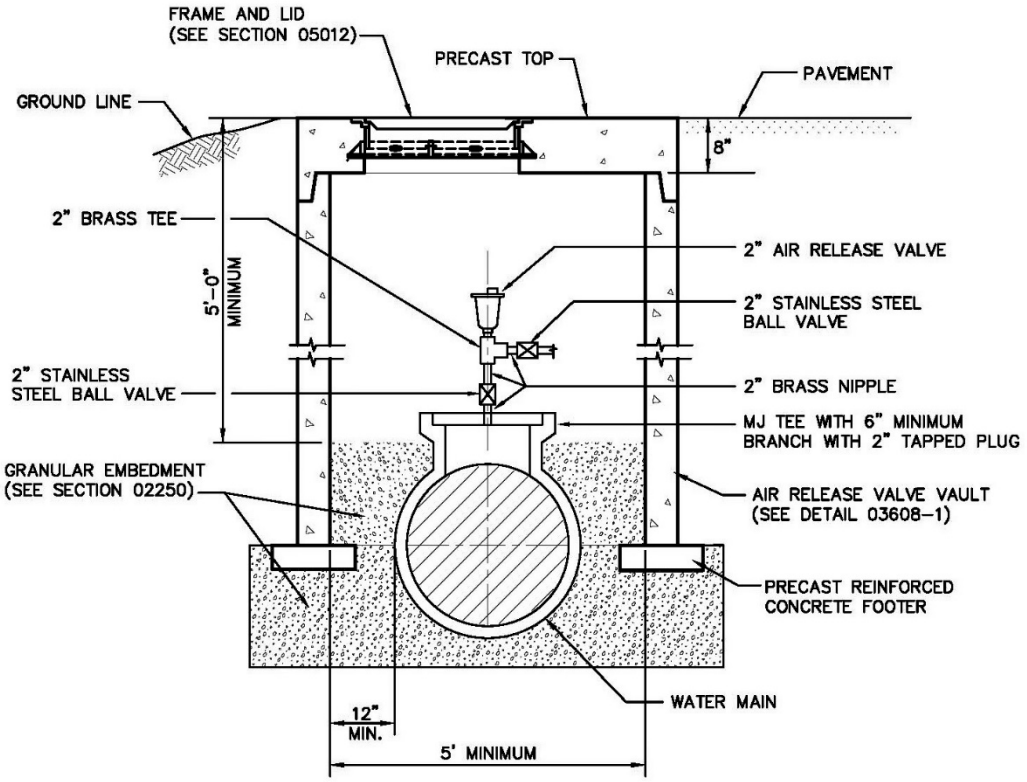
TYPICAL AIR RELEASE
12" MAINS AND SMALLER

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02641-1

DEVELOPED BY: TECHNICAL ADVISORY COMMITTEE
APPROVED BY:
DATE: 12/17/2020

1 OF 1

DETAIL 02641-2



NOTES:

1. THE ABOVE PIPING, FITTINGS AND VALVES ARE FOR MAINS 16 INCHES AND LARGER.
2. FOR VAULT SEE DETAIL 03608-1.
3. ALL NIPPLES ARE TO BE BRASS.

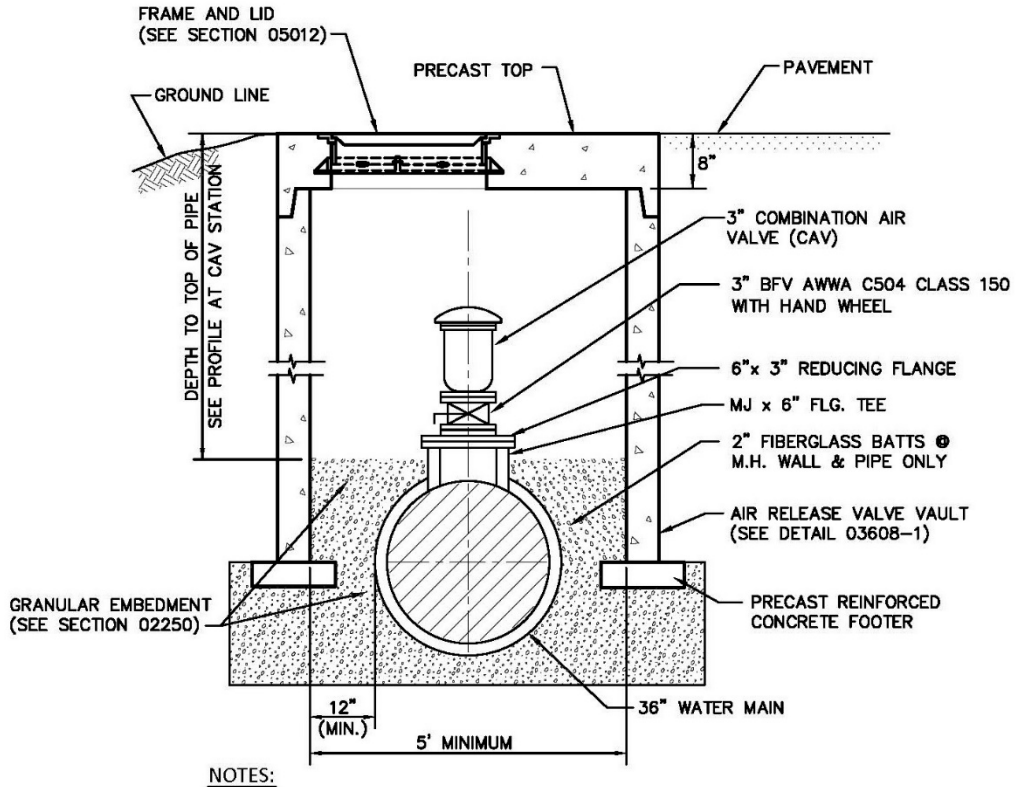
TYPICAL AIR RELEASE
16" MAINS AND LARGER

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02641-2

DEVELOPED BY: TECHNICAL ADVISORY COMMITTEE
APPROVED BY:
DATE: 12/16/2020

1 OF 1

DETAIL 02641-2a



NOTES:

1. FOR VAULT DETAILS, SEE SECTION 03608-1, 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.

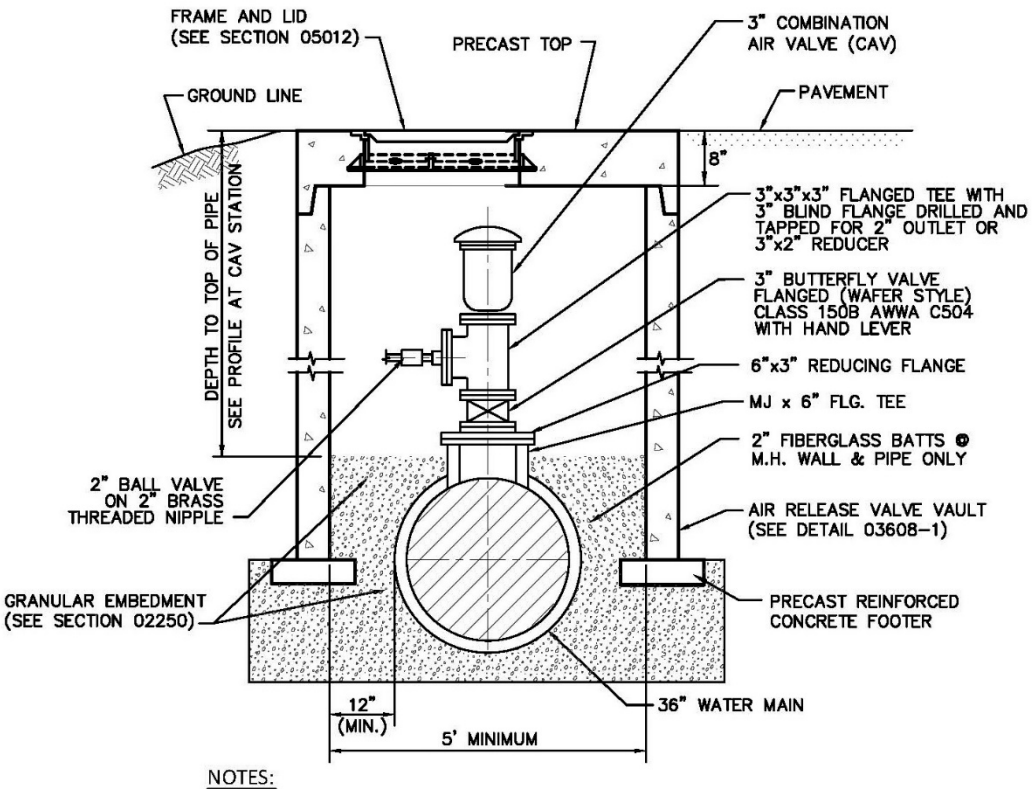
TYPICAL AIR RELEASE 3" ARVs & CAVs
TYPE "A" SETTING 16" MAINS AND LARGER

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02641-2a

DEVELOPED BY: _____ APPROVED BY: _____
TECHNICAL ADVISORY COMMITTEE DATE: 12/17/2020

1 OF 1

DETAIL 02641-2b



NOTES:

1. FOR VAULT DETAILS, SEE SECTION 03608–1, 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.

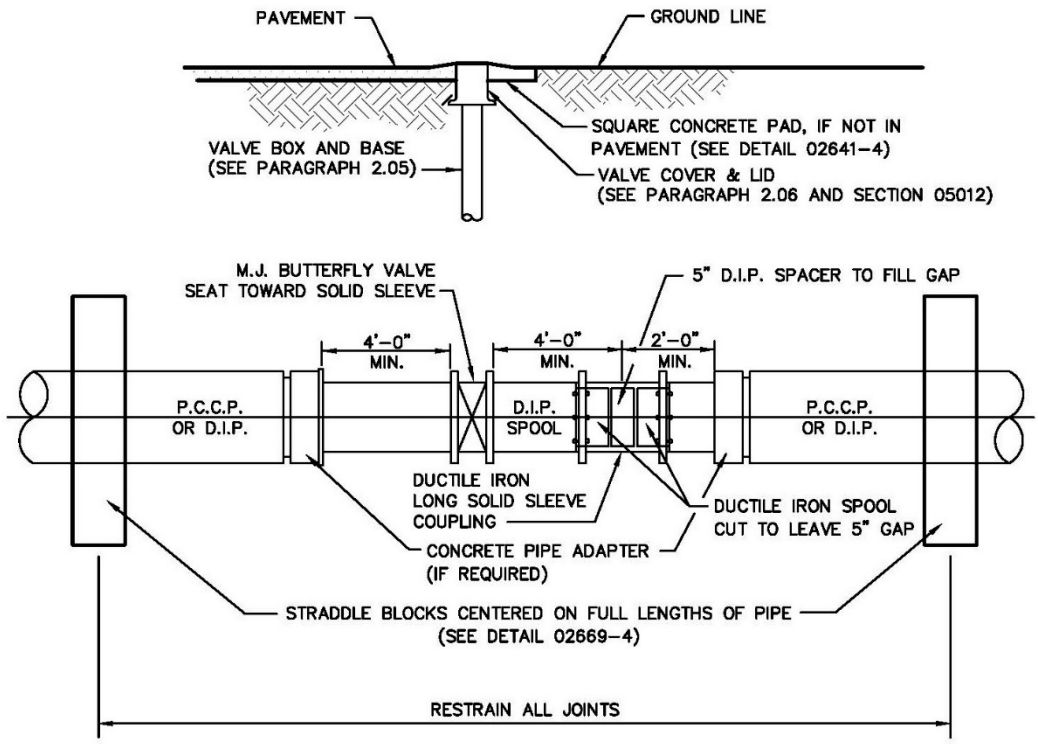
TYPICAL AIR RELEASE 3" ARVs & CAVs
TYPE "B" SETTING 16" MAINS AND LARGER

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02641-2b

DEVELOPED BY: TECHNICAL ADVISORY COMMITTEE
APPROVED BY:
DATE: 12/17/2020

1 OF 1

DETAIL 02641-3



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 STRADDLE BLOCKS.

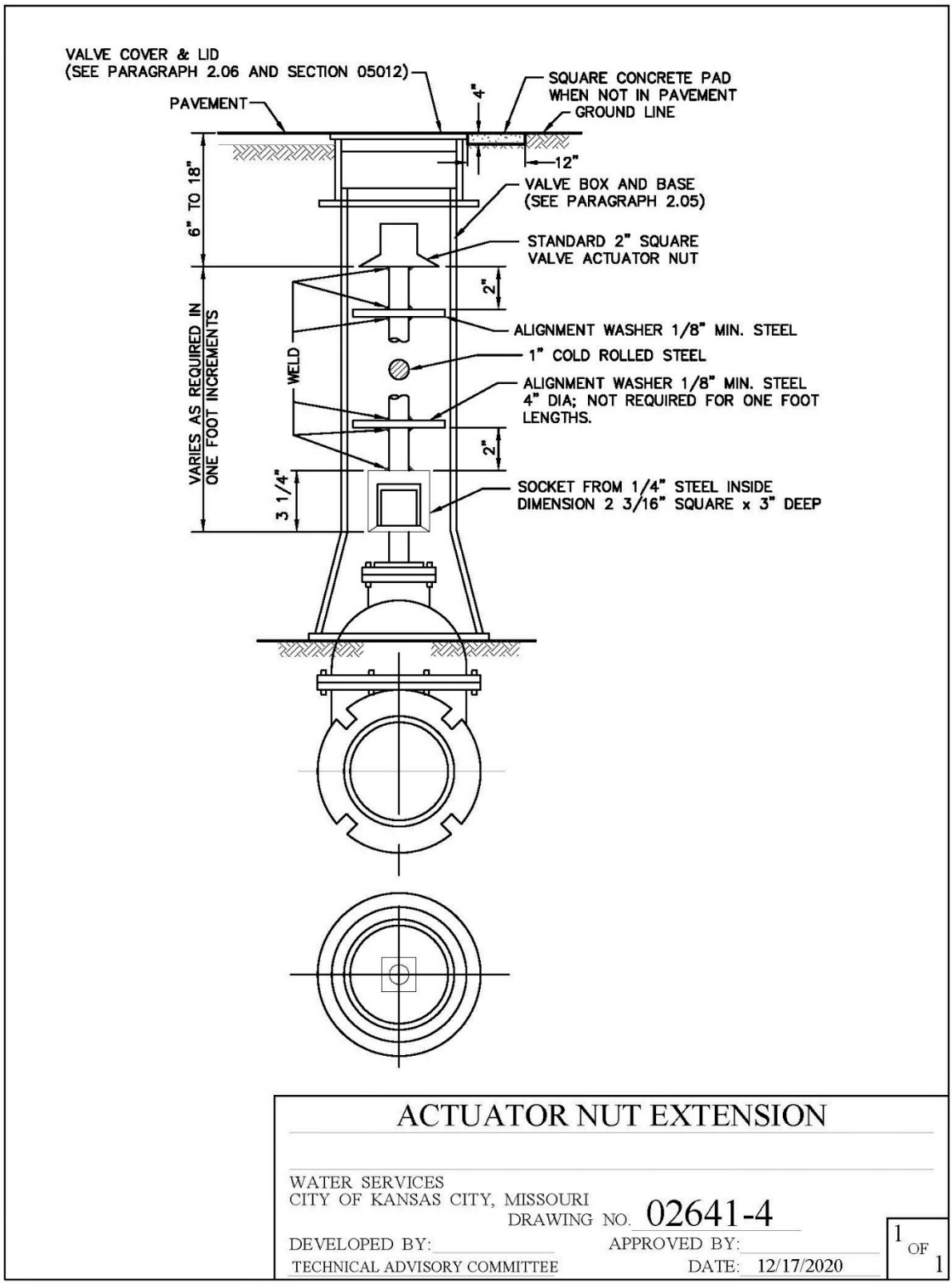
TYPICAL BUTTERFLY VALVE INSTALLATION

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02641-3

DEVELOPED BY: TECHNICAL ADVISORY COMMITTEE
APPROVED BY:
DATE: 12/16/2020

1 OF 1

Detail 02641-4



END OF SECTION

SECTION 02645

HYDRANTS, BLOWOFF AND FLUSHING ASSEMBLIES

PART 1 GENERAL

1.1 Section Description

A. This section provides for the installation of hydrants, and blowoff and flushing assemblies.

1.2 Section Includes

A. Hydrants

B. Blowoff and Flushing Assemblies

1.3 Related Sections

A. Section 01016 – Water Mains Near Sewers

B. Section 01300 – Submittals

C. Section 01600 – Material and Equipment

D. Section 02575 – Surface Restoration

E. Section 02200 – Excavation and Trenching

F. Section 02618 – Ductile Iron Pipe Water Main

G. Section 02641 – Valves

H. Section 02669 – Thrust Restraints

I. Section 03001 – Concrete

1.4 Submittals

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

B. Product Data: Submit catalog cuts and dimension data.

1.5 Quality Assurance

A. The manufacturer shall be a company specializing in manufacturing the Products specified in this Section with minimum three years documented experience.

1.6 Delivery, Storage, and Handling

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

B. Accept units on site. Inspect for damage and inventory.

PART 2 PRODUCTS

2.1 Hydrants

A. **General.** Hydrants shall be current Kansas City, MO. pattern hydrants manufactured especially for CITY. All hydrants shall be designed and manufactured in strict compliance with AWWA C-502 entitled "A.W.W.A. Standard for Dry-Barrel Fire Hydrants" unless otherwise specified.

B. **Approved hydrants.** Only the following hydrants are approved.

Clow Medallion
M&H Regent 129i
Mueller Super Centurion 200
AVK QPL245 Nostalgic Style Fire Hydrant – Model 2760

1. No changes or modifications to the approved hydrant shall be made without prior written notice and written approval.

C. **Specifications.** Hydrant bury will be measured from the bottom of the hydrant base to the bury line (finished grade line) and shall be five foot (5') bury unless otherwise specified.

1. All hydrants shall be the traffic model type. Hydrants shall have one (1) pumper nozzle located in the horizontal plane. The upper barrel and lower barrel shall be sealed by an EPDM rubber gasket or O-ring.

2. Hydrant base shall be provided with a mechanical joint inlet to accommodate 6-inch diameter ductile iron pipe, in accordance with A.N.S.I. A21.11 (AWWA Standard C-111, Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings"). The hydrant shall be supplied with necessary accessories for the mechanical joint.

3. Main valve of the hydrant shall be 5-1/4 inch diameter compression type, which closes with water pressure.

4. The operating nut shall be a truncated pentagon, 1-1/2 inches on the bottom, 1-7/16 inches on the top, with a finished height of 1-1/8 inches (**see attachment A**). The bonnet shall be so constructed that the opening nut shall not travel during opening and closing the hydrant. The bonnet shall house a Viton gasket or O-ring seal between the opening nut and the bonnet to prevent moisture and foreign material from entering the lubricant reservoir.

The bonnet shall also house Viton gasket or O-ring seal between the bonnet and the upper stem to retain the lubricant in the reservoir.

5. The hydrant shall be supplied with a tamper resistant shield for the operating nut. The shield shall be in accordance with the attached drawing, **Attachment B**.

6. The hydrant shall open by turning the operating nut to the right (in a clockwise direction when viewing the hydrant from above).

7. The pumper nozzle threads shall be in accordance with the Federal Screw Thread Standard H28, Section 10, American National Hose Coupling and Fire Hose Coupling Threads. The pumper nozzle shall have right-hand threads and have a 4-inch nominal diameter with 4 (four) threads per inch. The nozzle threads shall be lightly greased from factory with a suitable food grade lubricant.

8. Nozzle cap shall be cast iron and shall be furnished with a synthetic rubber installed in a retaining groove in the inside of the cap. The dimensions and shape of the nozzle cap nut shall be the same as the operating nut as described in Section 4 above, except with a finished height of 1-inch.

9. The exterior of the hydrant above the bury line, nozzle caps, and the bonnet shall be powder coated with epoxy or Triglycidyl Isocyanurate (TGIC) polyester. If epoxy powder is used, it shall be top-coated with a UV resistant, high-gloss acrylic polyurethane paint. **The barrel section of the hydrant shall be gloss International Orange. The bonnet section and nozzle caps shall be gloss Black.** The exterior of the hydrant below the bury line shall be coated with an asphalt varnish with a film thickness of at least 10 mils.

10. All non-thread, non-machines interior surfaces of the hydrant base shall be coated with a wet-applied NSF 61 certified white potable epoxy (such as Tnemec 20-AA90) or powder coated with an NSF 61 certified white epoxy. The exterior of the hydrant base shall also be epoxy coated.

11. Hydrant extensions (spool pieces), if requested and approved by the Water Services Department, shall be a complete assembly allowing for the hydrant's height to be adjusted in six (6) inch increments. The assembly shall be furnished with instructions and all required accessories necessary to adjust the hydrant's height and maintain the hydrant's traffic feature. Hydrant extensions shall be International Orange in color and shall be coated in accordance with Section 9.

12. All external hardware shall be 304 or 316 stainless steel.

13. The lower hydrant stem from the break-away coupling to the main valve and any attaching hardware securing the main valve assembly to the lower stem shall be 304 or 316 stainless steel. Any cross pins securing any part of the main valve assembly or break away stem coupler shall be 420 stainless steel.

The lower stem nut may be integral to the lower valve plate or main valve assembly.

14. Main valve assemblies shall be of either three-piece (upper valve plate, main valve seat, lower valve plate) or one-piece EPDM encapsulated ductile iron design. The lower valve plate of three-piece design main valve assemblies shall be powder coated with an NSF 61 certified epoxy.

15. The upper surface of the seat ring shall have raised lugs allowing for positive engagement of a hydrant disassembly tool. The raised lugs shall be of sufficient design to allow for the removal of the seat ring.

D. **Shop Drawing.** Prior to manufacturing the hydrants, the manufacture shall submit three (3) sets of detailed shop drawings for written approval.

E. **Packaging.** All hydrants shall be bundled in a group no larger than three (3) hydrants wide by three (3) hydrants high. All hydrants shall be shipped with the hydrant base inlet pointing down. All hydrants shall be separated wood framing adequate to prevent the hydrants from touching the ground or each other. Binding the hydrants together shall be a band or wrap adequate to per handling of the hydrant bundles with a crane truck or a forklift. All hydrants shall be delivered with the hydrant nozzle cap installed.

2.2 Blowoff and Flushing Assemblies

A. Mechanical joint plug: Drilled and tapped for 2-inch standard pipe threads.

B. Elbows and outlet pipe: standard weight galvanized pipe and fittings.

C. All discharge piping shall have a 2" PVC cap on top.

D. Blowoff Assembly:

PART 3 EXECUTION

3.1 Preparation

A. The areas around each hydrant valve shall be thoroughly compacted to prevent settlement of these areas.

B. The weep holes of the hydrant shall be kept clear and free to drain with 1-½ C.Y. of coarse stone (3/4" clean minimum).

3.2 Installation

A. Hydrant shall stand plumb and when placed behind curbs, the centerline of the hydrant shall be at least twenty-four (24) inches from the back of the curb or 4' from the edge of pavement when there is no curb. Hydrant shall not be set in a drainage ditch.

B. Hydrant shall be rotated so as to have the nozzle facing the street or rotated to face any direction as required by the CITY.

C. Hydrants are to be installed with mechanical joint anchoring fittings or approved restraint devices. Refer to Section 02669.

D. Hydrants are to be installed in accordance with Details 02645-1, 02645-2, and 02645-3.

E. After installation and before hydrants are placed in service, Contractor shall field apply two separate coats of all surface spray enamel paint, in accordance with paint manufacturers recommendations, to completely cover each hydrant dome in accordance with the following:

Hydrants connected to 12" or larger mains
Krylon 5816 Green (or approved equal)

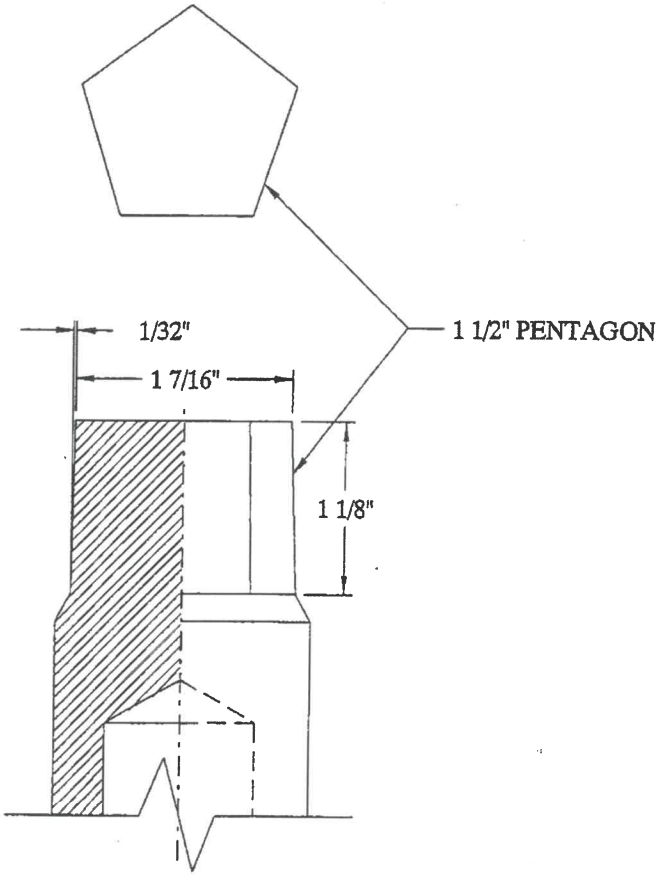
Hydrants connected to mains smaller than 6"
Krylon 5814 Red (or approved equal)

Hydrants connected to 6" or larger mains, but smaller than 12" mains.
Krylon 5812 Black (or approved equal)

This color-coding is intended to provide firefighters and other emergency workers a permanent, quick visual reference to indicate the size of water main connected to each hydrant.

F. Blow off and flushing assemblies are to be installed in accordance with Details 02645-4, 02645-5, and 02645-6.

END OF SECTION



SCALE 1"=1"

NO.	DATE	BY	NATURE

REVISIONS

OPERATING NUT (STEM NUT)
ATTACHMENT A

WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI

ENGINEERING DIVISION

DRAWING NO. 18015

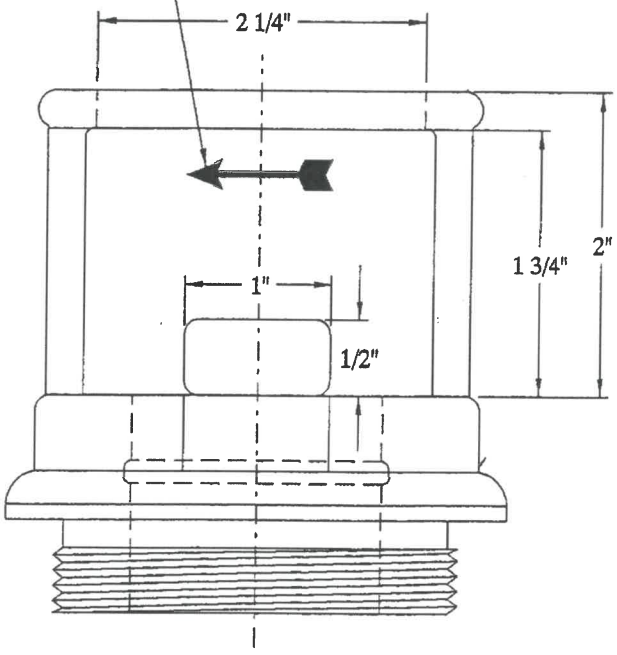
DESIGNED BY: B. SCHROEDER APPROVED BY: E. RYSER

DETAILED BY: M. DeMAY DATE: 25-MAR-1997

1 OF 2

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

RAISED DIRECTION ARROW (OPEN-CLOCKWISE)



TOLERANCES:
CAST CORNERS
ROUNDS +/- 1/16"
FILLETS +/- 1/16"

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

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

SCALE 1"=1"

NO.	DATE	BY	NATURE

REVISIONS

SECURITY STYLE HOLD DOWN NUT
ATTACHMENT B

WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI

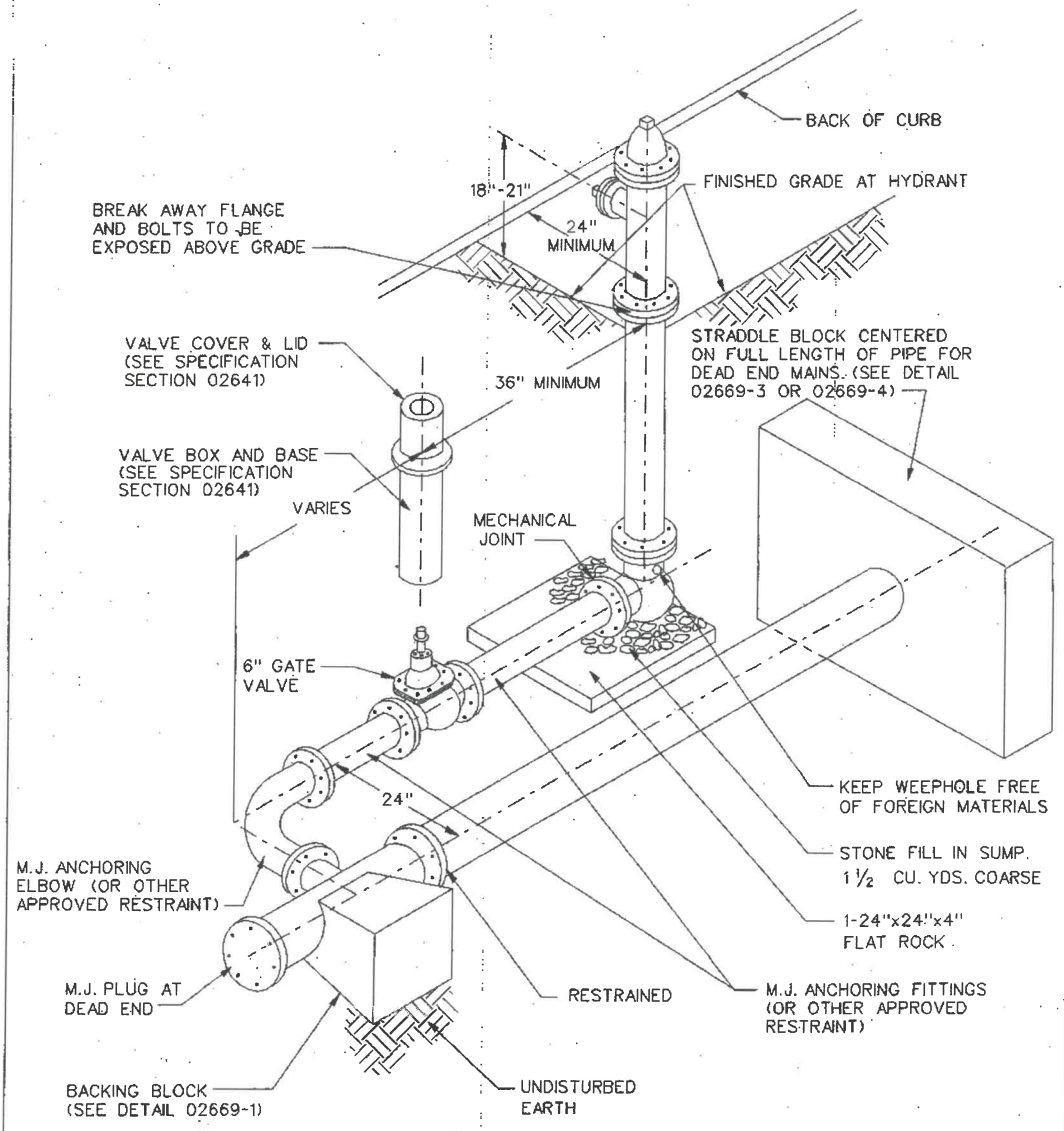
ENGINEERING DIVISION

DRAWING NO. 18015

DESIGNED BY: B. SCHROEDER APPROVED BY: E. RYSER

DETAILED BY: M. DeMAY DATE: 25-MAR-1997

2 OF 2

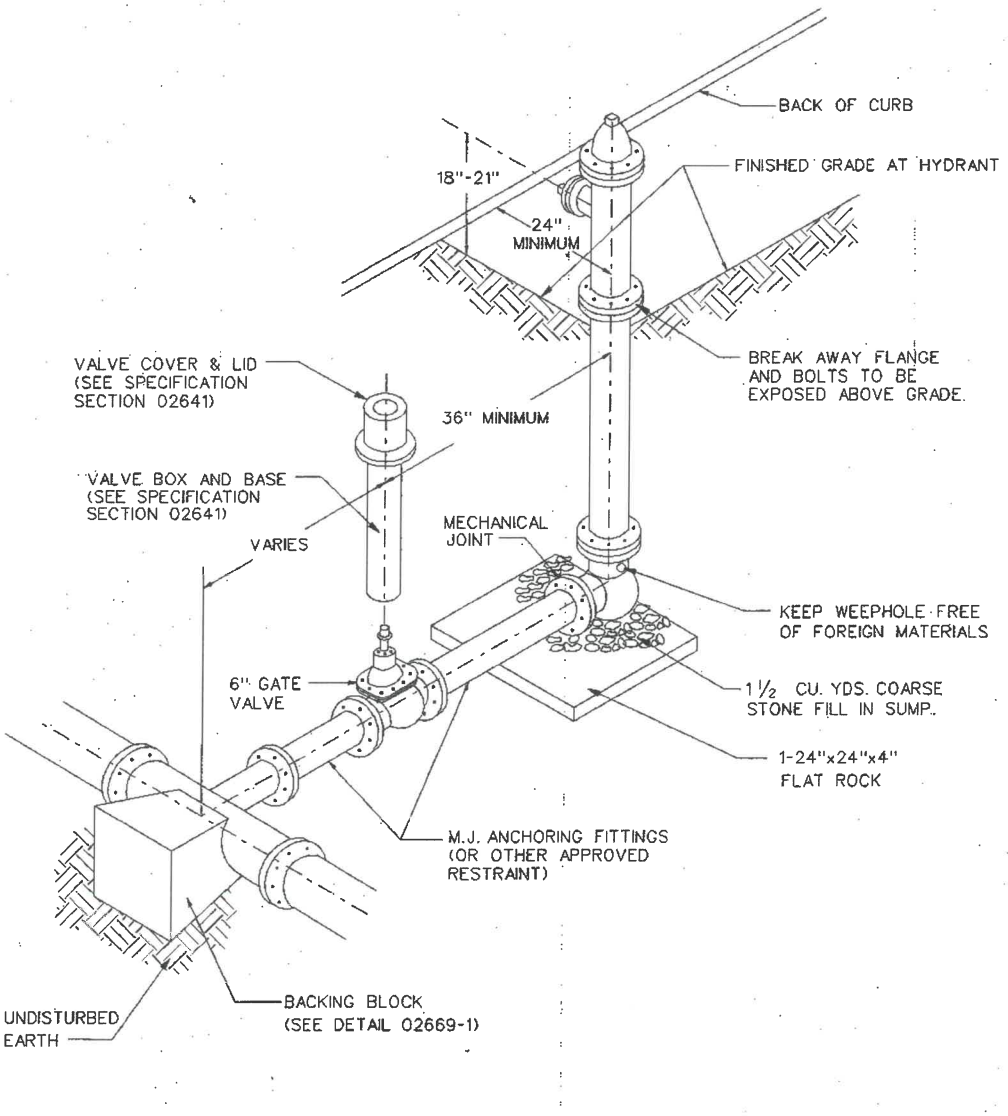


TYPICAL HYDRANT INSTALLATION WITH 90 DEGREE BEND

(TYPE "A" SETTING)

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: FEBRUARY, 2003 CONSTRUCTION DETAIL DRAWING NO. 02645-1

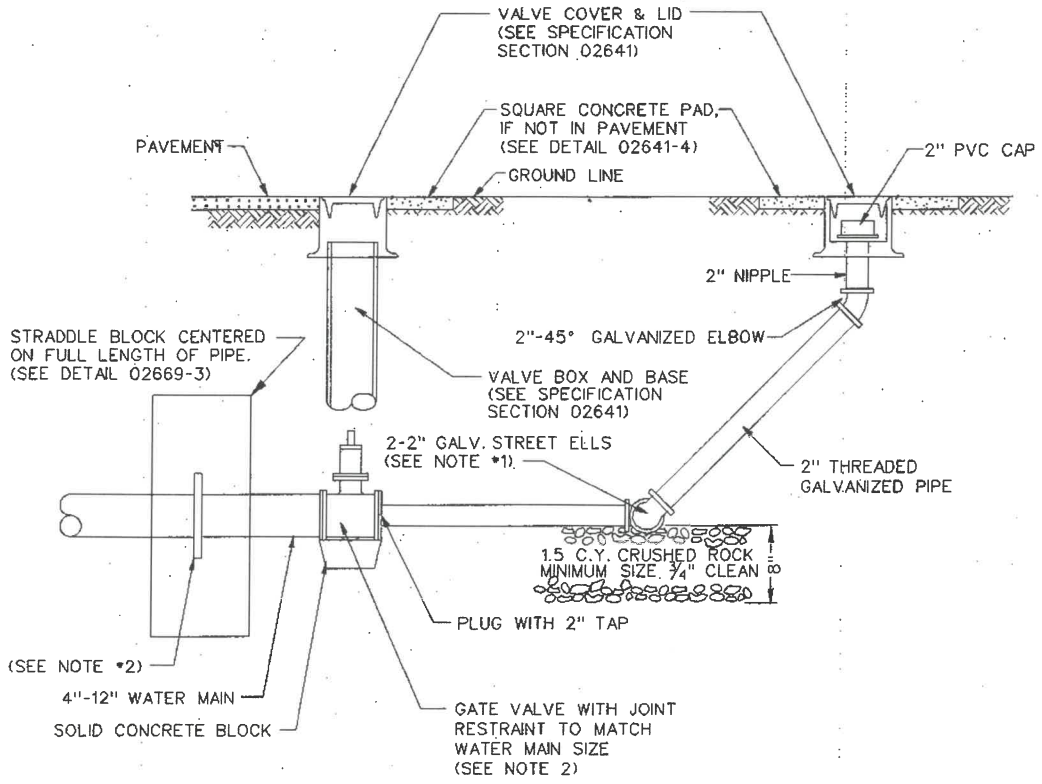


NOTE:
1. VALVE BOX AND BASE CAN BE ONE PIECE, OR TWO PIECES AS SPECIFIED IN SECTION 02641.

STRAIGHT SET HYDRANT INSTALLATION
(TYPE "B" SETTING)

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

REVISED: FEBRUARY, 2003 CONSTRUCTION DETAIL DRAWING NO. 02645-2



NOTE:
1. DRAINAGE SHOULD BE PROVIDED BY ½" HOLE IN STREET ELL.
2. USE APPROVED RESTRAINING DEVICE PER SECTION 02669

TYPICAL FLUSHING ASSEMBLY
12" MAINS AND SMALLER

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

REVISED: FEBRUARY, 2003 CONSTRUCTION DETAIL DRAWING NO. 02645-4

SECTION 02669 – THRUST RESTRAINTS

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SPECIFICATION MODIFICATIONS

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

1.03 RELATED SECTIONS

A. Section 01000 – General Project Requirements.
B. Section 01015 – Specific Project Requirements.
C. Section 01300 – Submittals.
D. Section 01566 – Cleanup Operations.
E. Section 02618 – Ductile Iron Pipe Water Mains.
F. Section 02619 – Pre-stressed Concrete Cylinder Pipe Water Mains.

1.04 CODES AND STANDARDS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
B. American Society for Testing and Materials (ASTM):

ASTM A615	Standard Specification for Deformed and Plan Carbon-Steel Bars for Concrete Reinforcement.
ASTM A616	Standard Specification for Rail-Steel Deformed and Plan Carbon-Steel Bars for Concrete Reinforcement.

C. City of Kansas City, Missouri Department of Public Works Construction and Material Specifications (http://kcmo.gov/publicworks/design-construction-standards/):

KCMO PW 2208	Subsection Section 2208, Portland Cement Concrete Pavement.

1.05 INFORMATION PROVIDED BY THE CITY

A. As provided in the Contract Documents.

1.06 SUBMITTALS

A. Submit as specified in Section 01300 – Submittals.
B. Shop Drawings:
   1. Submit shop drawings and descriptive details showing the size, length, and location of each fitting and adjacent pipe, and the details of all anchorage and harnessing proposed.

C. Other:
   1. Concrete Mix Design. See paragraph 2.04, part A.

1.07 QUALITY ASSURANCE

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

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

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

PART 2 - PRODUCTS

2.01 RESTRAINED PUSH-ON JOINTS FOR DUCTILE IRON PIPE

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

2.02 RESTRAINED MECHANICAL JOINTS FOR DUCTILE IRON PIPE

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

2.03 RESTRAINED JOINTS FOR PCCP

A. As specified in Section 02619 – Pre-Stressed Concrete Cylinder Pipe Water Main.

2.04 CONCRETE BLOCKING

A. Concrete:
   1. Concrete shall conform to KCMO PW 2208 except as follows:
      (a) Limestone may be used as coarse aggregate.
      (b) Design strength of concrete shall be 4,500 psi or greater.
      (c) Slump shall be 4 inches.
      (d) Coarse Aggregate: 1-inch maximum.
      (e) Air entrainment admixture is required.
      (f) Water reducing admixture is required.
   2. Ready mix concrete shall be supplied by a plant approved by the KCMO Public Works Department according to the Ready Mix Concrete Quality Management Plan. Submit ready mix concrete plant information in accordance with paragraph SUBMITTALS.
   3. Submit concrete mix design in accordance with KCMO PW 2208.C and in accordance with the paragraph SUBMITTALS.

B. Water for mixing and curing concrete shall be potable.

C. Reinforcing Steel:
   1. Reinforcing steel bars shall conform to the requirements of the following Standards and Grades:
      (a) ASTM A615: Grade 40 or 60.
      (b) ASTM A616: Grade 50 or 60.

D. Forms:
   1. Suitable and substantial forms shall be provided. All forms shall be constructed and maintained plumb and true to line, securely braced, tied, clamped and shored, and tight enough to prevent leakage of concrete.
   2. Where applicable, undisturbed earth may be used in lieu of forms.
   3. The deflection of the forms due to the weight of plastic concrete, placing equipment, and workmen shall be accurately figured and taken into account in the design of the forms so that finished concrete members will have surfaces, lines, planes, and elevations required within tolerances in accordance with ACI 117.
   4. Forms for walls and thrust restraints shall be designed structurally for the rate of placement of concrete.
   5. All forms shall be removed prior to backfill unless the following conditions are met:
      (a) As directed by the City.
      (b) When constructed of unbrace plywood have a thickness of ½-inch or less, removal shall be optional unless otherwise directed by the City.
   6. Forms shall be constructed so that they can be removed without damage to the concrete.

E. Formwork Accessories:
   1. Forms shall be securely braced and tied with approved form ties that do not leave any parts within 3/4 inch of the surface of the concrete. Wire ties and wood spreaders will not be permitted.

PART 3 - EXECUTION

3.01 REACTION ANCHORAGE AND BLOCKING

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

B. All push-on and mechanical joint bends deflecting 11-1/4 degrees or more shall be provided with suitable blocking, anchors, joint harness, or other acceptable means for preventing movement of the pipe caused by internal pressure.

C. Concrete backing blocks shall extend from the fitting to solid undisturbed earth and shall be installed so that all joints and bolts are accessible for repair.

D. Standard Dimensions and Details: The City's standard details for backing blocks are provided for three (3) ranges of soil resistance. The dimensions of backing blocks shall be as indicated on the following details:

1. 2,000 PSF Soil Resistance: Unless otherwise indicated on the Drawings or in Section 01015 – Specific Project Requirements, backing blocks shall be constructed in accordance with the following details:
   (a) Detail 02669-1 – Typical Backing Blocks for Tees and Plugs (2,000 PSF Soil Resistance).
   (b) Detail 02669-2 – Typical Backing Blocks for Horizontal Bends (2,000 PSF Soil Resistance).
   (c) Detail 02669-3 – Typical Straddle Block for 6 and 8-inch Pipe (2,000 PSF Soil Resistance).
   (d) Detail 02669-4 – Typical Straddle Block for 12 and 16-inch Pipe (2,000 PSF Soil Resistance).
   (e) Detail 02669-5 – Typical Straddle Block for 20, 24 and 30-inch Pipe (2,000 PSF Soil Resistance).
2. 2,500 PSF Soil Resistance: When the Design Professional can justify through geotechnical investigation, laboratory testing and analysis that the soil conditions within the project area meet or exceed a 2,500 pounds per square foot soil resistance, the backing blocks may be constructed in accordance with the following details. These details may only be used if noted on the Drawings or in Section 01015 – Specific Project Requirements:
   (a) Detail 02669-6 – Alternate Backing Blocks for Tees and Plugs (2,500 PSF Soil Resistance).
   (b) Detail 02669-7 – Alternate Backing Blocks for Horizontal Bends (2,500 PSF Soil Resistance).
   (c) Detail 02669-8 – Alternate Straddle Block for 6 and 8-inch Pipe (2,500 PSF Soil Resistance).
   (d) Detail 02669-9 – Alternate Straddle Block for 12 and 16-inch Pipe (2,500 PSF Soil Resistance).
   (e) Detail 02669-10 – Alternate Straddle Block for 20, 24 and 30-inch Pipe (2,500 PSF Soil Resistance).
3. 3,000 PSF Soil Resistance: When the Design Professional can justify through geotechnical investigation, laboratory testing and analysis that the soil conditions within the project area meet or exceed a 3,000 pounds per square foot soil resistance, the backing blocks may be constructed in accordance with the following details. These details may only be used only if noted on the Drawings or in Section 01015 – Specific Project Requirements:

(a) Detail 02669-11 – Alternate Backing Blocks for Tees and Plugs (3,000 PSF Soil Resistance).
(b) Detail 02669-12 – Alternate Backing Blocks for Horizontal Bends (3,000 PSF Soil Resistance).
(c) Detail 02669-13 – Alternate Straddle Block for 6 and 8-inch Pipe (3,000 PSF Soil Resistance).
(d) Detail 02669-14 – Alternate Straddle Block for 12 and 16-inch Pipe (3,000 PSF Soil Resistance).
(e) Detail 02669-15 – Alternate Straddle Block for 20, 24 and 30-inch Pipe (3,000 PSF Soil Resistance).

3.02 CONCRETE AND REINFORCING STEEL

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

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

C. Placing of Concrete:
1. Only those methods and arrangements of equipment shall be used which will reduce to a minimum any segregation of coarse aggregate from the concrete.
2. Every consideration shall be given to the proper placement of all concrete and the proper care of all concrete after placement.
3. Concrete shall be deposited into the forms or on the grade as nearly as practicable in its final position and in such manner that the concrete will completely fill the forms.
4. Vibration shall not be used to move concrete in a horizontal direction after initial placement.
5. Concrete that has partially hardened or has been contaminated by foreign material shall not be deposited in the Work and shall be removed from the Site at no additional cost to the City.
6. When inclined chutes beyond the mixer are permitted by the City, a baffle shall be provided at the bottom end so that concrete will drop vertically without segregation.

7. No water shall be added to the concrete for any reason at the job site that will result in exceeding the specified water-cement ratio.
8. Care shall be taken to assure proper concrete coverage of reinforcing steel as designed.
9. Placement operations shall be performed in such a manner as to prevent loose earth falling into the excavation during placement of concrete.
10. Concrete that might contact forms or reinforcing steel during placement shall be placed by the use of trunks or pipes whenever the drop exceeds six (6) feet for unexposed work, or three (3) feet for exposed work.
11. When trunks or pipe are used, they shall be located at horizontal spacing of not to exceed ten (10) feet.
12. Concrete for thrust restraints shall be placed in horizontal layers not exceeding two (2) feet in depth.
13. Placing of concrete in thrust restraints shall be done in such manner as to prevent "cold joints," both horizontally and vertically.

D. Vibrating:
1. Mechanical internal vibrators shall be used whenever possible in all formed concrete work.
2. Vibrators shall be inserted at uniform spacing of twelve (12) inches to twenty (20) inches to assure thorough consolidation of all concrete.
3. Vibrators shall be inserted and withdrawn vertically to a depth, which will assure penetration into the previous lift with vibration periods of from five (5) to fifteen (15) seconds.
4. Form vibration and/or hand spading will be required at points inaccessible for thorough internal vibration.
5. During placement of concrete, stand-by vibrators shall be immediately available in the event of mechanical failure in the vibrators being used.

E. Cleanup:
1. Cleanup shall conform to Section 01566 – Cleanup Operations, paragraph CONCRETE WORK.

3.03 RESTRAINED JOINTS

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

3.04 BACKFILL

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

3.05 SUPPORT FOR FITTINGS

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

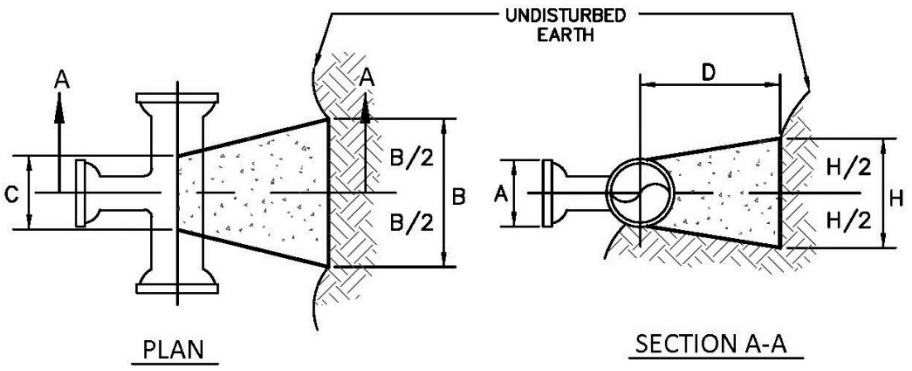
3.06 EXTERIOR COATINGS

A. All clamps, rods, bolts, and other metal accessories used in reaction anchorages, or joint harness subject to submergence or contact with earth or other fill material and not encased in concrete shall be protected from corrosion by two coats of approved coal tar epoxy applied in the field to clean, dry metal surfaces. The first coat shall be dry and hard before the second coat is applied.

B. Metal surfaces exposed above grade or within vaults shall be painted with one prime coat and two finish coats of a paint acceptable to the City.

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

DETAIL 02669-1



NOTES:

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

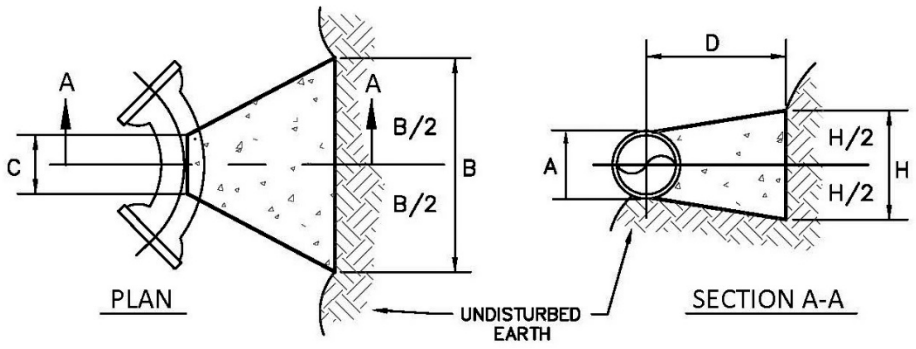
BRANCH OR PLUG SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	46	6	20	24	7.4	0.24
8"	60	8	26	32	13.2	0.55
12"	114	12	51	38	29.7	2.45
16"	126	16	55	52	45.2	4.00
20"	140	20	60	72	70.7	6.74
24"	184	24	80	80	101.8	13.00
30"	230	30	100	100	159.0	25.61

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

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-1

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

1 OF 1



NOTES:

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

11° DEGREE BENDS

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

22° DEGREE BENDS

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

45° DEGREE BENDS

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

90° DEGREE BENDS

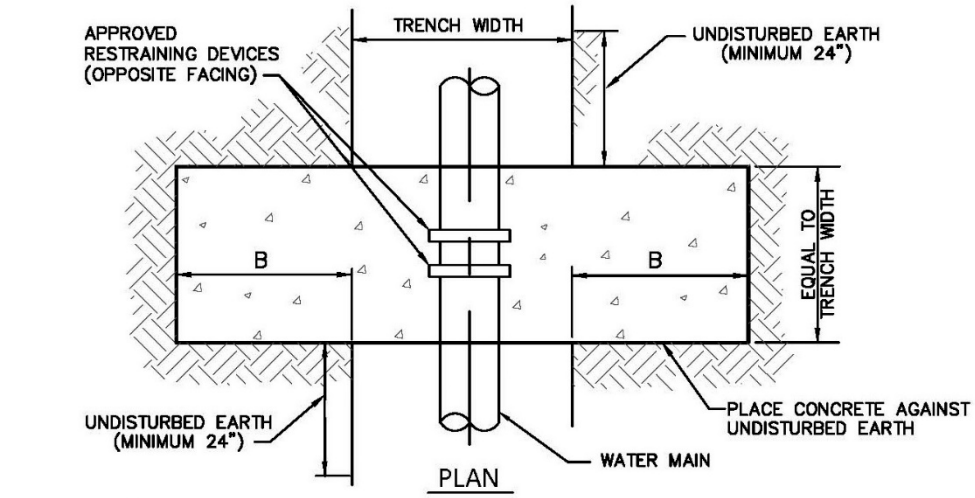
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	60	6	27	26	10.5	0.46
8"	84	8	38	32	18.7	1.12
12"	126	12	57	44	42.0	3.47
16"	160	16	72	58	64.0	7.36
20"	200	20	90	72	100.0	14.27
24"	242	24	109	86	143.9	24.98
30"	324	30	147	100	224.9	52.46

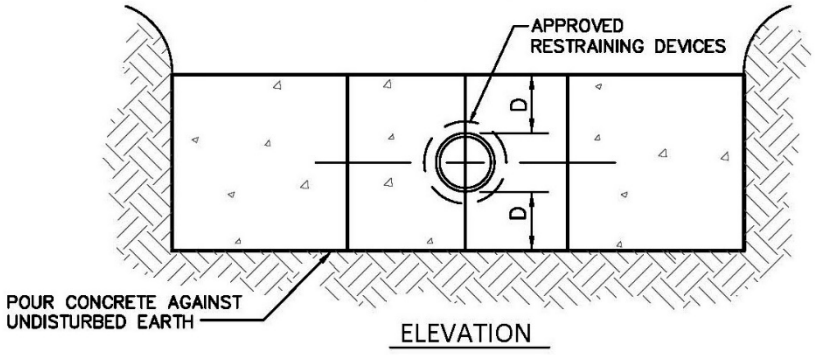
TYP. BACKING BLOCKS FOR HORIZONTAL BENDS
2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

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

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

1 OF 1





NOTES:

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

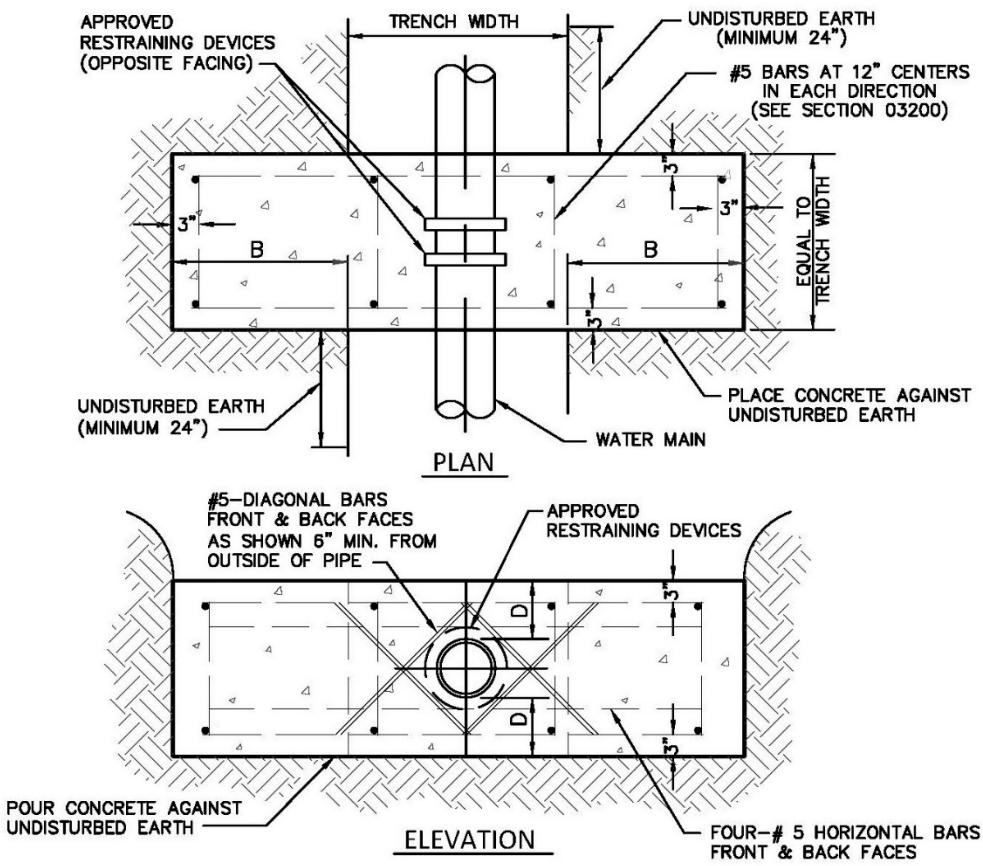
PIPE SIZE	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	30	24	9	7.4	0.9
8"	32	30	12	13.2	1.5

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

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-3

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

1 OF 1



NOTES:

1. STRADDLE BLOCKS 12" ARE SIZED FOR 175 P.S.I. , AND 16" & LARGER ARE SIZED FOR 150 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
12"	34	51	15	29.7	4.1
16"	40	48	26	45.2	7.8

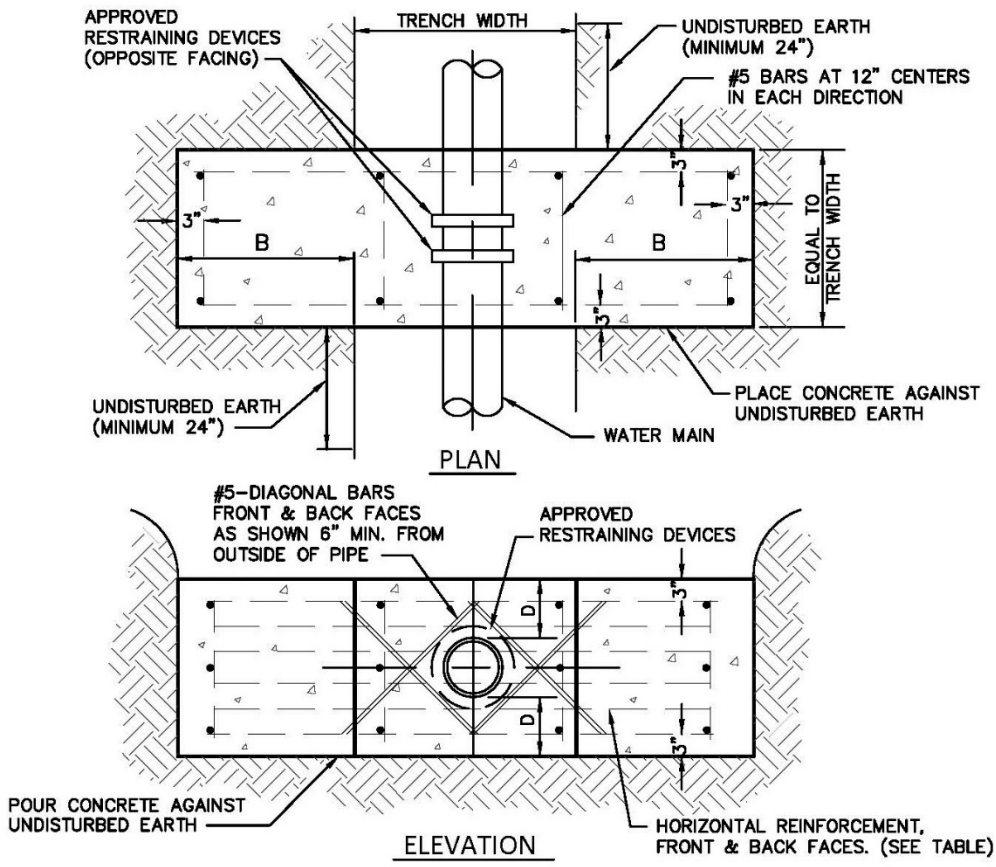
TYPICAL STRADDLE BLOCK FOR 12 & 16 INCH PIPE
2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-4

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

1 OF 1

DETAIL 02669-5



NOTES:

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

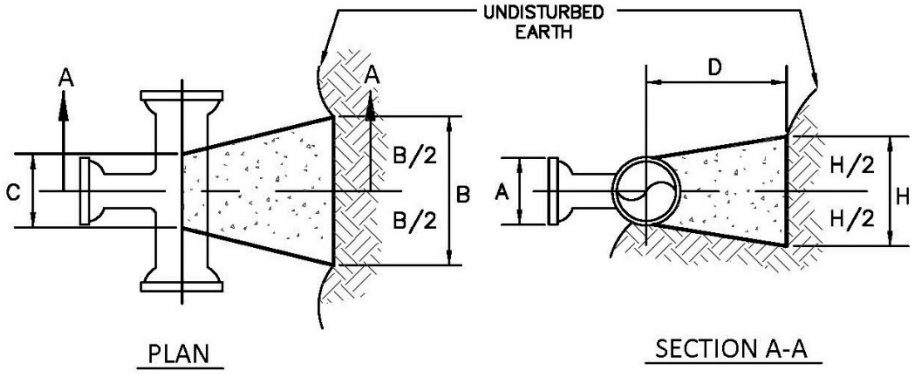
PIPE SIZE	BAR SIZE	NO. OF BARS (each face)	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
20"	#5	5	44	71	26	70.7	12.3
24"	#6	6	48	92	28	101.8	18.6
30"	#7	6	60	115	35	159.0	36.4

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

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-5

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

1 OF 1



NOTES:

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

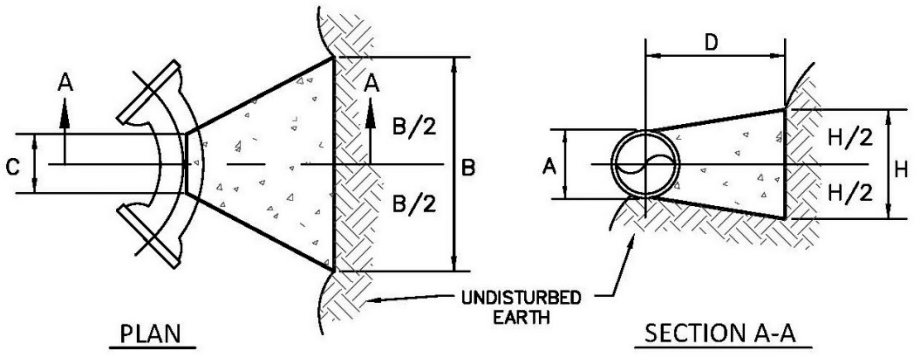
BRANCH OR PLUG SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	48	6	21	18	5.9	0.20
8"	60	8	26	26	10.6	0.45
12"	96	12	42	36	23.8	1.62
16"	110	16	47	48	36.2	2.79
20"	140	20	60	60	56.5	5.76
24"	180	24	78	66	81.4	10.41
30"	220	30	95	84	127.2	19.73

ALT. BACKING BLOCKS FOR TEES AND PLUGS
2,500 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-6

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

1 OF 1



NOTES:

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

11° DEGREE BENDS

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

22° DEGREE BENDS

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

45° DEGREE BENDS

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

90° DEGREE BENDS

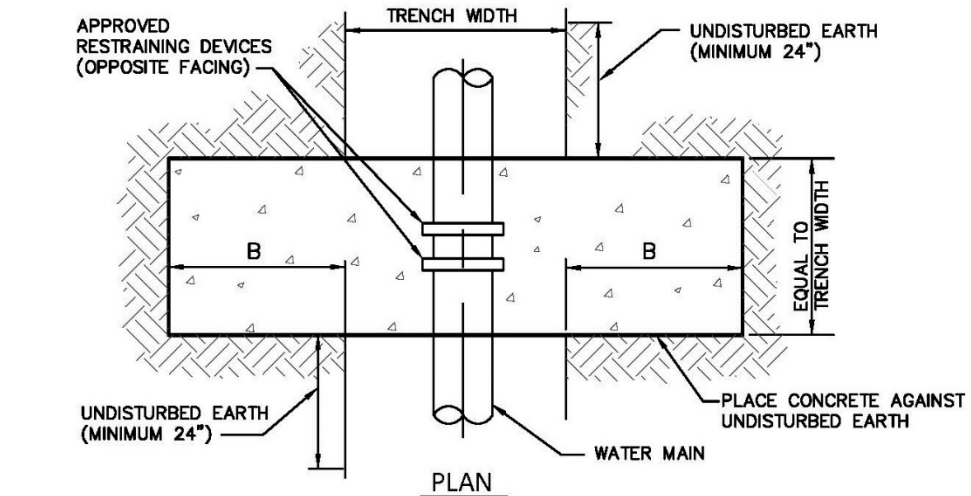
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	52	6	23	24	8.4	0.32
8"	78	8	35	28	14.9	0.84
12"	122	12	55	40	33.6	3.00
16"	144	16	64	52	51.2	5.30
20"	180	20	80	64	80.0	10.20
24"	208	24	92	80	115.2	17.00
30"	288	30	129	90	179.9	37.10

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

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-7

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

1 OF 1



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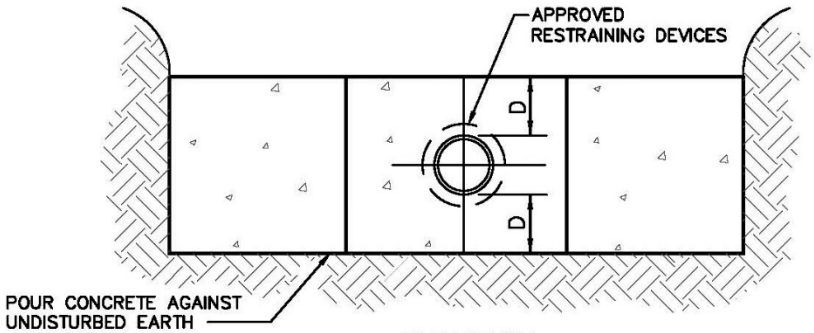


ELEVATION

NOTES:

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

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

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

ALT. STRADDLE BLOCK FOR 12 & 16 INCH PIPE

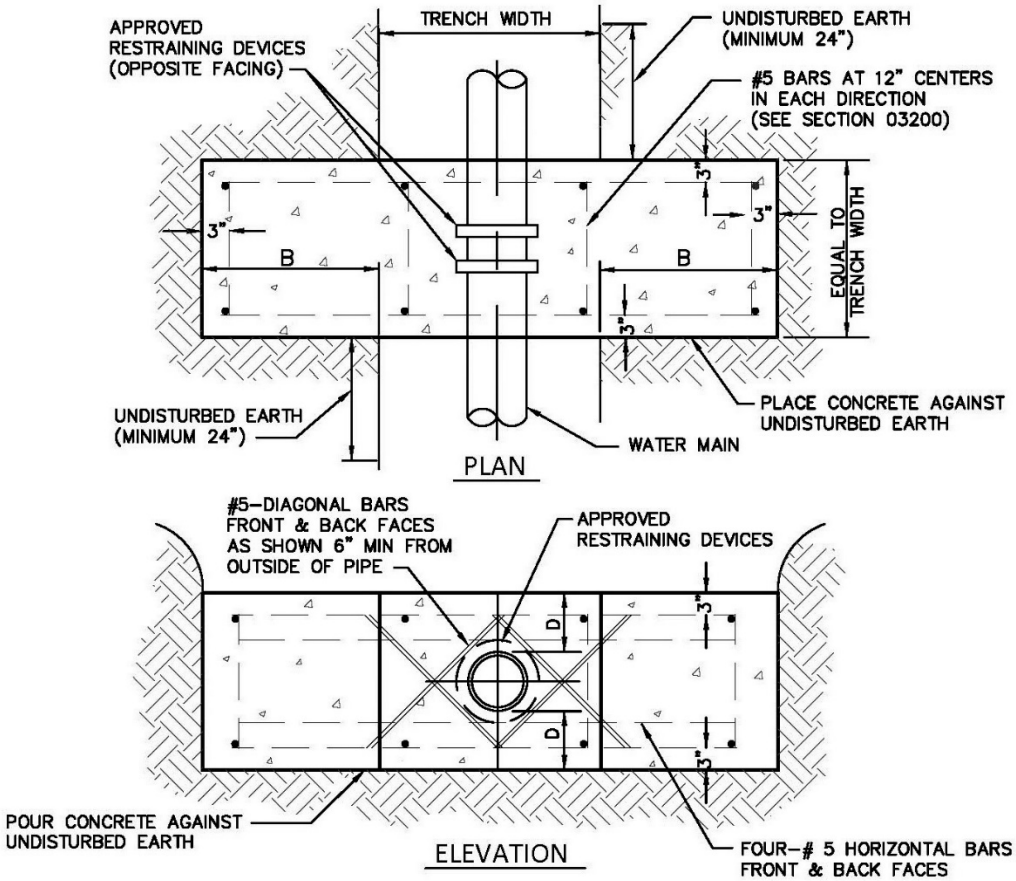
2,500 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-8

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

1 OF 1

DETAIL 02669-9



NOTES:

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

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

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

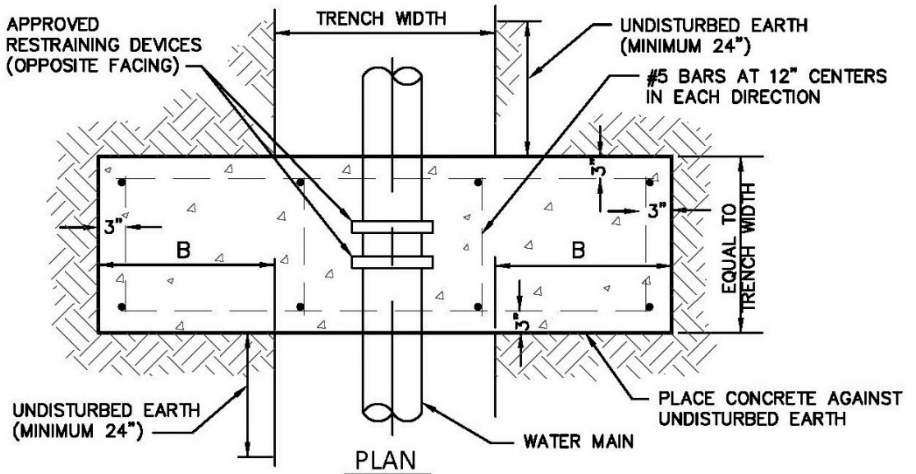
ALT. STRADDLE BLOCK FOR 12 & 16 INCH PIPE
2,500 POUNDS PER SQUARE FOOT SOIL RESISTANCE

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

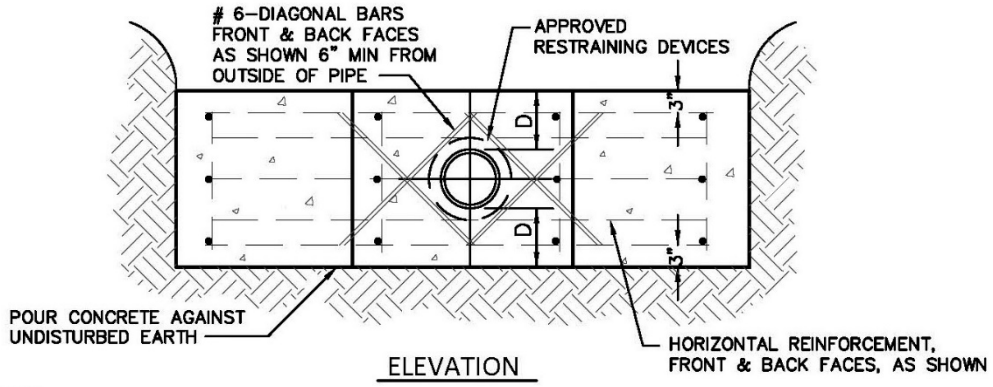
DEVELOPED BY: TECHNICAL ADVISORY COMMITTEE
APPROVED BY:
DATE: 1/14/2021

1 OF 1

DETAIL 02669-10



PLAN



ELEVATION

NOTES:

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

PIPE SIZE	BAR SIZE	NO. OF BARS	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
20"	#5	5	44	60	24	56.5	10.2
24"	#6	5	48	78	26	81.4	15.5
30"	#7	5	60	96	33	127.2	30.2

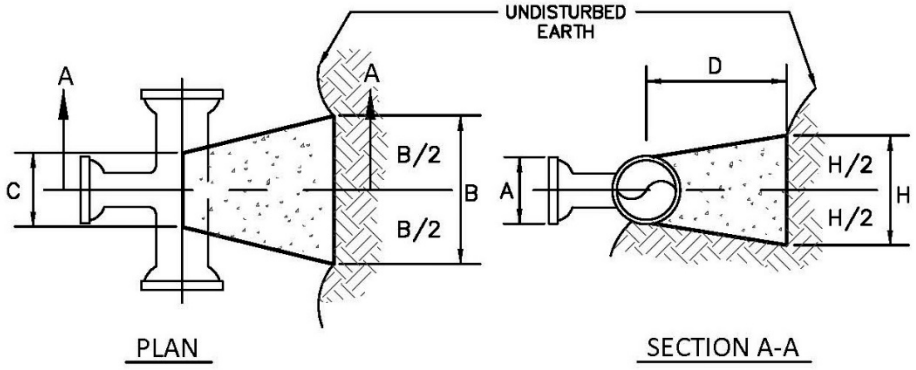
THIS DETAIL TO BE USED ONLY IF SPECIFIED BY PROJECT DESIGN PROFESSIONAL ON APPROVED FOR CONSTRUCTION DRAWINGS.

ALT. STRADDLE BLOCK FOR 20, 24, & 30 INCH PIPE
2,500 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-10

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

1 OF 1



NOTES:

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

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

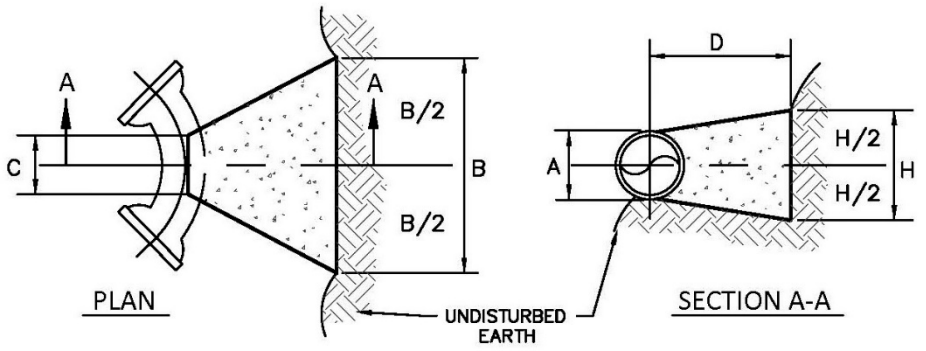
THIS DETAIL TO BE USED ONLY IF SPECIFIED BY PROJECT DESIGN PROFESSIONAL ON APPROVED FOR CONSTRUCTION DRAWINGS.

ALT. BACKING BLOCKS FOR TEES AND PLUGS
3,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-11

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

1 OF 1



NOTES:

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

11° DEGREE BENDS

PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	18	6	12	12	1.0	0.032
8"	20	8	12	14	1.7	0.044
12"	32	12	12	20	3.9	0.101
16"	36	16	12	24	5.9	0.144
20"	40	20	12	34	9.2	0.226
24"	52	24	14	38	13.3	0.380
30"	76	30	23	40	20.8	0.971

22° DEGREE BENDS

PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	24	6	12	14	1.9	0.048
8"	28	8	12	18	3.4	0.073
12"	46	12	17	24	7.7	0.227
16"	62	16	23	28	11.8	0.491
20"	78	20	29	34	18.4	0.949
24"	96	24	36	40	26.5	1.704
30"	142	30	56	42	41.4	4.100

45° DEGREE BENDS

PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	30	6	12	18	3.8	0.074
8"	40	8	16	24	6.7	0.176
12"	74	12	31	30	15.1	0.785
16"	94	16	39	36	23.1	1.521
20"	120	20	50	44	36.1	3.044
24"	140	24	58	54	51.9	5.057
30"	164	30	67	72	81.2	9.125

90° DEGREE BENDS

PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	52	6	23	20	7.0	0.265
8"	72	8	32	26	12.4	0.664
12"	112	12	50	36	28.0	2.238
16"	128	16	56	48	42.7	3.841
20"	166	20	73	58	66.6	7.845
24"	188	24	82	74	96.0	12.732
30"	270	30	120	80	149.9	28.935

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

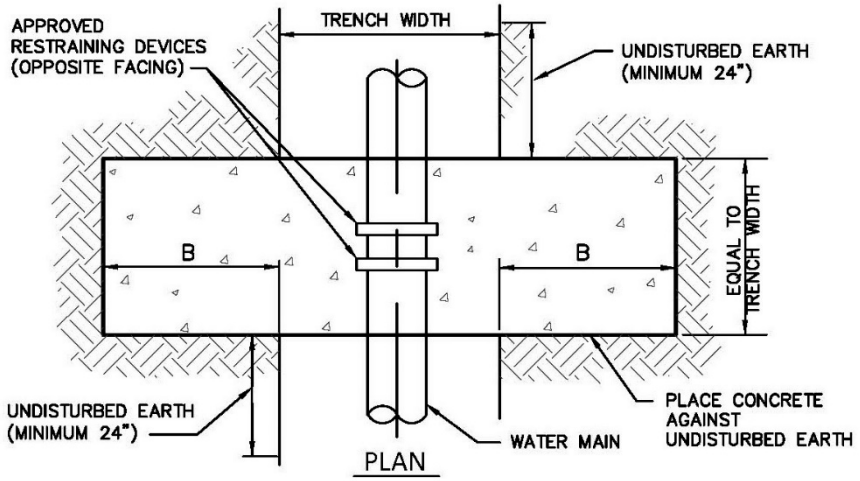
ALT. BACKING BLOCKS FOR HORIZONTAL BENDS

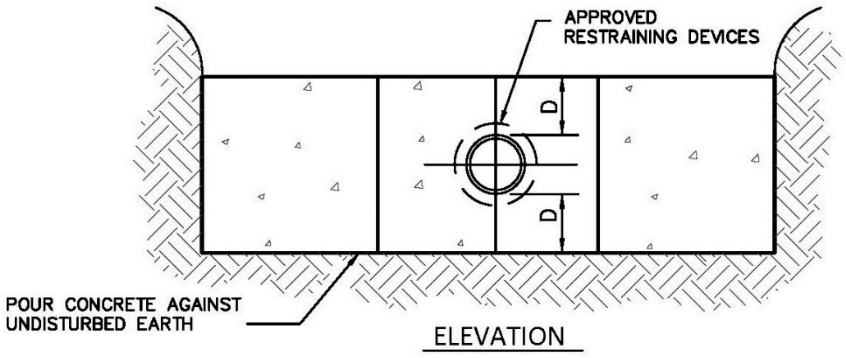
3,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-12

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

1 OF 1





NOTES:

1. STRADDLE BLOCKS ARE SIZED FOR 175 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 3,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	30	24	5	4.9	0.62
8"	32	29	7	8.8	1.00

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

ALT. STRADDLE BLOCK FOR 6 AND 8 INCH PIPE

3,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI

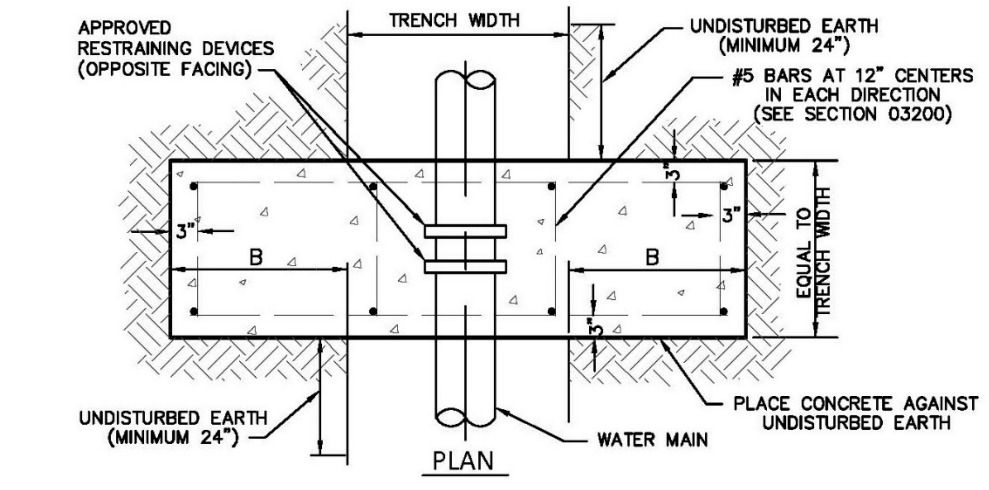
DRAWING NO. 02669-13

DEVELOPED BY: TECHNICAL ADVISORY COMMITTEE

APPROVED BY:

DATE: 1/14/2021

1 OF 1



NOTES:

1. STRADDLE BLOCKS 12" ARE SIZED FOR 175 P.S.I. , AND 16" & LARGER ARE SIZED FOR 150 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 3,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
12"	34	34	15	19.8	3.0
16"	40	42	18	30.2	5.4

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

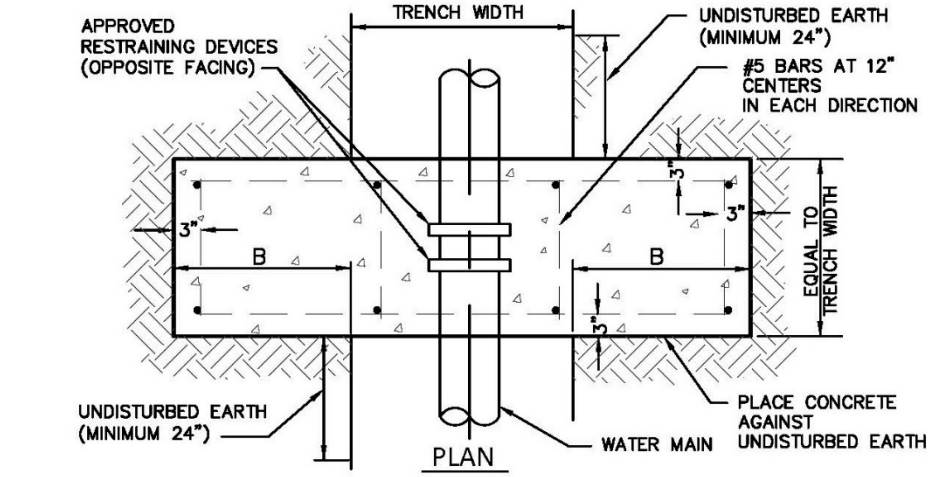
ALT. STRADDLE BLOCK FOR 12 & 16 INCH PIPE

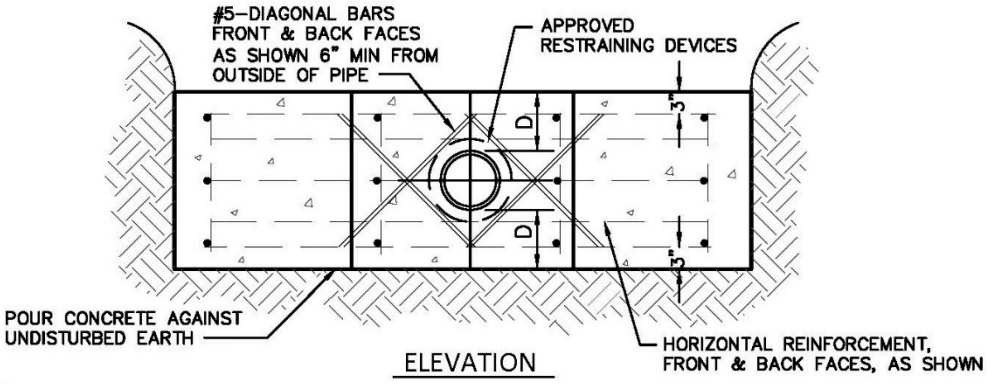
3,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-14

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

1 OF 1





NOTES:

1. STRADDLE BLOCKS ARE SIZED FOR 150 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 3,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.

PIPE SIZE	BAR SIZE	NO. OF BARS	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
20"	#5	5	44	57	20	47.1	8.6
24"	#6	5	48	68	24	68.0	13.2
30"	#7	5	60	85	30	106.3	25.7

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

ALT. STRADDLE BLOCK FOR 20, 24, & 30 INCH PIPE
3,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES
CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 02669-15

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

1 OF 1

END OF SECTION

SECTION 02675 – FLUSHING, TESTING AND DISINFECTION OF WATER MAINS

PART 1 - GENERAL

1.01 SUMMARY

A. This section provides the required procedure for water main flushing, testing, disinfection, and de-chlorination of water mains prior to placing the main in service.
B. This section includes Corporation Cocks, Hydrostatic Testing, and Disinfection of Water mains.

1.02 SPECIFICATION MODIFICATIONS

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

1.03 RELATED SECTIONS

A. Section 01000 – General Project Requirements.
B. Section 01015 – Specific Project Requirements.
C. Section 02645 – Hydrants and Flushing Assemblies.
D. Section 02669 – Thrust Restraints.

1.04 CODES AND STANDARDS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
B. American Water Works Association (AWWA):
   AWWA C651 Standards for Disinfecting Water Mains.

1.05 PROVIDED BY CITY

A. The City will perform bacteriological testing in accordance with paragraph BACTERIOLOGICAL TESTING.
B. The City will provide Contractor with all sampling bottles for bacteriological testing.
C. The City shall provide water for filling, flushing and testing water mains in accordance with Section 01000 – General Project Requirements.

1.06 SUBMITTALS

A. Submit as specified in Section 01300 – Submittals.
B. Other Submittals:
   1. Disinfection Report.
   2. Certification of Cleanliness.
   3. Product data for sodium hypochlorite or calcium hypochlorite.
   4. Product data for meters.
   5. Product data for backflow preventers.

1.07 QUALITY ASSURANCE

A. The Contractor is responsible for the quality assurance and quality control of the Work.
B. Work shall be performed in accordance with AWWA C651.
C. Disinfection Plan:

1. Prior to the Preconstruction Conference, the Contractor shall submit for review and approval a Disinfection Plan which includes, but is not limited to, the following information:
   (a) Information as required in Section 01015 – Specific Project Requirements.
   (b) Type and form of disinfection to be used (sodium hypochlorite or calcium hypochlorite).
   (c) Location of injection points.
   (d) Location of sample points / corporation cocks. The maximum spacing of sample points shall be 1,200 feet or as directed by the City.
   (e) Order of sampling.
   (f) Location of required valve operations.
   (g) Location of flushing points.
   (h) Locations for disposal water.
   (i) Product data pertaining to neutralizing chemicals.
   (j) Procedures for final connection to existing mains.
2. Locations of key features associated with the plan shall be provided on a marked-up set of Contract Drawings.
3. Any modifications to the Disinfection Plan shall be resubmitted to the City for review and approval.

D. Disinfection Report: Immediately following the completion of the disinfection procedures, Contractor shall prepare a Disinfection Report which shall include the following information:
1. Type and form of disinfectant used.
2. Date and time of disinfectant injection start and time of completion.
3. Test locations.
4. Initial and 24-hour disinfectant residuals (quantity in treated water) in parts per million for each outlet tested.
5. Date and time of post disinfectant flushing start and completion.
6. Disinfectant residual after flushing in parts per million for each outlet tested.

E. Certification of Cleanliness: The Contractor shall certify in writing that the cleanliness of the installed water distribution system meets or exceeds specified requirements.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

A. See Section 01000 – General Project Requirements, paragraph PRODUCT DELIVERY, STORAGE AND HANDLING.

PART 2 - PRODUCTS

2.01 CORPORATION COCKS

A. The Contractor, when needed, shall furnish and install a ¾-inch corporation cock to be used in the testing and disinfection of each new main. The location of these corporation cocks shall be as directed by the City.

B. After the line has been tested and prior to placing the main in service, the Contractor shall remove the corporation cock and replace it with a tapered brass plug.

2.02 SODIUM HYPOCHLORITE

A. Sodium hypochlorite shall conform to AWWA B300

2.03 CALCIUM HYPOCHLORITE

A. Calcium hypochlorite shall conform to AWWA B300

2.04 WATER

A. See Section 01000 – General Project Requirements, paragraph WATER.

PART 3 - EXECUTION

3.01 OPERATIONS OF EXISTING VALVES

A. See Section 01000 – General Project Requirements, paragraph OPERATION OF EXISTING VALVES.

3.02 TEMPORARY CONNECTIONS

A. The Contractor shall furnish and install all temporary flushing assemblies, fittings, thrust blocking, and restraining devices required for temporary connections for the filling, flushing, pressure testing, chlorination, de-chlorination and final flushing of the new water mains.
B. See also the following sections:
   1. See Section 02645 – Hydrants and Flushing Assemblies.
   2. See Section 02669 – Thrust Restraints.

3.03 PREVENTIVE AND CORRECTIVE MEASURES DURING CONSTRUCTION

A. General:
   1. Preventive and corrective measures to protect water mains during construction shall be in accordance with AWWA C651 which states the following:
      (a) Heavy particulates generally contain bacteria and prevent even very high chlorine concentrations from contacting and killing these organisms. Therefore, the procedures of this section must be observed to ensure that a water main and its appurtenances have been thoroughly cleaned for the final disinfection by chlorination.
      (b) Any connection of a new water main to the active distribution system before the receipt of satisfactory bacteriological samples may constitute a cross-connection. Therefore, the new main shall remain isolated until bacteriological tests are satisfactorily completed.
B. Keep Pipe Clean and Dry:
   1. The interiors of pipes, fittings, and valves shall be protected from contamination.
      (a) Openings in the pipeline shall be closed with watertight plugs when pipe laying is stopped at the close of the day's work or for other reasons, such as rest breaks or meal periods. Rodent-proof plugs may be used when watertight plugs are not practicable and when thorough cleaning will be performed by flushing or other means.
      (b) Pipe delivered for construction shall be strung to minimize the entrance of foreign material.
      (c) Delay in placement of delivered pipe invites contamination. The more closely the rate of delivery is correlated to the rate of pipe laying, the lower the risk of contamination.
C. Joints:
   1. Joints of pipe in the trench shall be completed before work is stopped.
   2. If water accumulates in the trench, the plugs shall remain in place until the trench is free of standing water and mud that may enter the pipe.
D. Packing Materials:
   1. Yarning or packing material shall consist of molded or tubular rubber rings, rope of treated paper, or other approved materials.
   2. Materials such as jute or hemp shall not be used.
   3. Packing material shall be handled in a manner that avoids contamination.

E. Sealing Materials:
   1. No contaminated material or any material capable of supporting growth of microorganisms shall be used for sealing joints.
   2. Sealing material or gaskets shall be handled in a manner that avoids contamination.
   3. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water meeting the requirements of NSF/ANSI 61 and shall not contribute odors.
   4. It shall be delivered to the job in closed containers and shall be kept clean and applied with dedicated clean applicators.

F. Cleaning and Swabbing:
   1. If dirt enters the pipe, it shall be removed and the interior pipe surface swabbed with a minimum 1 percent free chlorine disinfecting solution.
   2. If, in the opinion of the City, the dirt remaining in the pipe will not be removed using the flushing operation, the interior of the pipe shall be cleaned using mechanical means, such as a hydraulically propelled foam pig (or other suitable device acceptable to the purchaser) in conjunction with the application of a minimum 1 percent free chlorine disinfecting solution.
   3. For larger mains, pigging or other suitable method acceptable to the City is an option in place of high-velocity flushing. The cleaning method used shall not force mud or debris into the interior pipe-joint spaces.

G. Wet-Trench Construction:
   1. Wet-trench construction is strictly prohibited. The trench shall be kept dry at all times and the end of the pipe plugged overnight.

H. Chemical Contamination:
   1. If chemical contamination occurs, such as a hydraulic oil leak or petroleum product spill, the pipe sections exposed to the contamination shall be replaced at no additional cost to the City and not reused for potable water applications.

I. Disinfection:
   1. After construction is completed, the main shall be filled, flushed, tested, chlorinated, de-chlorinated, final flushed and bacteriologically tested using the methods described herein.

3.04 TESTING

A. General:
   1. The entire main shall be hydrostatically tested (pressure and allowable leakage test) after thoroughly flushing the new main. Flushing and testing shall be as directed by and witnessed by the City.
   2. The City will provide water for filling, preliminary flushing and testing of the new water mains as specified herein.
   3. The Contractor shall furnish and install all temporary flushing assemblies, fittings, thrust blocks and restraining devices required for temporary connections for filling, flushing and testing all new water mains.
   4. The Contractor shall furnish all pumps, piping, gauges, labor and other materials and services necessary to bring the main up to the specified test pressure.
   5. The contractor shall conduct the pressure test and leakage test simultaneously.

B. Pressure and Allowable Leakage Test:
   1. Pressure and allowable leakage test may be conducted after all trenches have been backfilled, temporary connections made and the main is filled and flushed with water.
   2. Minimum test pressures:
      (a) Mains 12-inches and smaller: a minimum pressure of not less than the normal operating pressure (for the lowest point on the line) plus 50% for surge, but in no case less than 160 psi at the lowest point in the line.

(b) Mains larger than 12-inches: a minimum pressure of not less than the normal operating pressure (for the lowest point on the line) plus 50% for surge but in no case less than 225 psi.

3. Duration of test: pressure shall be maintained on the new water main for at least two (2) hours.
4. All pipe, fittings, valves, hydrants and joints shall be inspected by the Contractor and any evidence of moisture appearing on the surface of the ground during the test shall be investigated by the Contractor by excavation.
5. All defective pipe, fittings, valves or hydrants discovered during the pressure test shall be removed and replaced by the Contractor and the test shall be repeated until satisfactory to the City.
6. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe to maintain the specified leakage test pressure.
7. No water main, or section thereof will be accepted if it has a leakage rate in excess of that determined by the following formula:

$$L = [.0000075\ SD(P)^{1/2}]/2$$

Where:

L = Maximum allowable leakage in gallons for two hours.
S = Length of pipe tested, in feet.
D = Nominal internal diameter of the water main being tested in inches.
P = Test pressure in psi.

8. Should the leakage exceed the allowable leakage, the test pressure shall be maintained for an additional period of time so that the leakage location may be detected.

3.05 FLUSHING AND DISINFECTION OF WATER MAINS

A. General:
1. After completion of the pressure and leakage testing, the Contractor shall flush and disinfect the entire main and all branches. The Contractor shall coordinate with the City so that the City's representative is on-site for all flushing and disinfection activities.
2. The Contractor shall provide all labor, materials and equipment required to perform flushing and disinfection.
3. The Contractor shall prepare the main for disinfection by exposing the pipe at all entry points where the chlorine will be introduced into the pipe and installing temporary flushing assemblies at all discharge ends.
4. The continuous feed method of chlorination is required. The slug method of chlorination may be used only when approved or directed by the City.
5. The City will provide water for flushing, chlorinating, de-chlorinating and final flushing of new water mains as specified herein.
6. Temporary connections to the City's water distribution system shall have double valves installed to prevent backflow to the existing system.
7. Water supplied from the source approved by the City shall be used at a flow rate into the new water main so as not to disrupt service to existing customers

B. Flushing:
1. Under the supervision of the City, the Contractor shall flush the new mains to remove all particulates. The flushing velocity in the main shall not be less than 3.0 feet per second unless the City determines that conditions do not permit the required flow. Table 1 shows the rates of flow required to produce the minimum required velocity in commonly used sizes of pipe.

Table 1 – Required Flow to Flush Pipelines at 3.0 feet per second.

Pipe Diameter (inches)	Flow (gpm)
4	120
6	260
8	470
10	730
12	1,060
16	1,880

2. For 36-inch diameter mains and larger, prior to filling the main, the entire main is to be broom swept. Sweepings shall be thoroughly and carefully removed from the pipe.

C. Continuous Feed Method:
   1. The water main shall be filled with potable water a constant, measured flow rate. In that absence of a flow meter, the rate may be approximated using a Pitot gauge in the discharge, measuring time to fill a container of known volume, or measuring the trajectory of discharge and using the formula shown in Figure 2 of AWWA C651.
   2. At a point not more than 10 feet downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 60 mg/L free chlorine at the sampling points.
   3. To ensure that this concentration is achieved, the chlorine concentration should be measured at regular intervals in accordance with the procedures described in Standard Methods for the Examination of Water and Wastewater or AWWA Manual M12 or using an appropriate chlorine test kit. See Table 4 in AWWA C651 for the amount of chlorine required for various pipe diameters.
   4. As an optional procedure, water used to fill the new water main during the application of chlorine shall be supplied through a temporary connection. This temporary connection shall be installed with an appropriate cross-connection control device for backflow protection of the active distribution system. Chlorine application shall not cease until the entire main is filled with heavily chlorinated water.
   5. The chlorinated water shall be retained in the main for at least 24 hours, during which time all valves and hydrants shall be operated to ensure disinfection of all appurtenances.
   6. At the end of this 24-hour period, the treated water in all portions of the main shall have a residual of at least 45 mg/L free chlorine. Chlorine concentration shall be verified by sampling.

D. Slug Method:
   1. Use of the Slug Method requires pre-approval by the City. Submit justification and details of procedure in the Disinfection Plan (see paragraph QUALITY ASSURANCE).
   2. Water supplied from an approved source of supply shall be made to flow at a constant, measured rate into the new water main.
   3. At a point not more than 10 ft. downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 100 mg/L free chlorine. To ensure that this concentration is achieved, the chlorine concentration should be measured at regular intervals.
   4. The chlorine shall be applied continuously and for a sufficient period to develop a solid column, or "slug" of chlorinated water that will, as it moves through the main, expose all interior surfaces to a concentration of approximately 100 mg/L for at least 3 hours

5. If at any time chlorine residual drops below 50 mg/L, the flow shall be stopped. Then the chlorination equipment shall be relocated at the head of the slug, and, as flow is resumed, chlorine shall be applied to restore the free chlorine in the slug to not less than 100 mg/L.
6. After the required retention period (at least 3 hours), the 3-hour residual chlorine sample shall be pulled, the heavily chlorinated water shall then be de-chlorinated to 0 mg/L chlorine. A reducing agent shall be applied to the water before discharging, to neutralize the chlorine residual in the water.

E. De-chlorinating:
1. Clearing the Main of Heavily Chlorinated Water by De-chlorination:
   (a) After the applicable retention period, the heavily chlorinated water shall be de-chlorinated.
   (b) The heavily chlorinated water shall be de-chlorinated and flushed from the main and all branches achieving chlorine measurements at 0 mg/L chlorine.
   (c) A neutralizing chemical shall be applied to the water to thoroughly neutralize the residual chlorine (see ANSI/AWWA C655 for neutralizing chemicals). Submit product data for neutralizing chemicals with the Disinfections Plan.

F. After de-chlorinating, the new mains shall be final flushed to prepare for the bacteriological tests.

3.06 BACTERIOLOGICAL TESTING

1. The City will perform bacteriological testing, reporting and interpretation of testing results.
2. Contractor shall take water samples in accordance with the approved Disinfection Plan or as directed by the City.
3. City will provide bottles for sampling.
4. The Contactor shall take two (2) sets of Bac-T samples, one immediately after the final flush, the second taken 24 hours later.
5. Contractor shall coordinate disinfectant testing and bacteriological testing to demonstrate that the above requirements have been met.
6. A representative of the City shall be present to observe all sampling.
7. City will provide copies of all bacteriological testing reports to Contractor. Contractor shall submit reports in accordance with paragraph SUBMITTALS.

3.07 FINAL CONNECTION TO EXISTING MAINS

A. New water mains must be disinfected and satisfactory bacteriological sample results received prior to permanent connections being made to the existing distribution system.

B. Sanitary construction practices must be followed during installation of the final connection so that there is no contamination of the new or existing water main with foreign material or groundwater.

C. The new pipe, fittings, and valves required for the connection shall be spray disinfected or swabbed with a minimum 1 percent solution of chlorine just before being installed, if the total length of the connection from the end of a new main to the existing main is equal to or less than 20 feet.

D. If the total length of the connection from the end of a new main to the existing main is greater than 20 feet, the Contractor shall submit the procedures for disinfection as part of the Disinfection Plan. Procedures should comply with AWWA C651.

E. Prior to placing new mains in service, the Contractor shall remove any corporation cocks used for testing or chlorination and replace them with tapered brass plugs.

END OF SECTION

SECTION 02930 - SEEDING

PART 1 - GENERAL

1.01 SUMMARY

A. This section covers the operations necessary to produce grass covered areas for restoration and erosion control. The Contractor shall provide all materials, labor and equipment to complete the seeding work in accordance with this section. All costs pertaining to supply, delivery, storage, site preparation, seeding, fertilization, mulching, watering, protection, seeding repair and maintenance during the establishment period shall be included in the lump sum bid.

B. The Contractor shall sod all yards and green spaces unless the owner of the property gives written permission to seed instead of sod. Written permissions shall be made part of the project documentation included at the end of the project.

1.02 DESCRIPTION

A. All areas disturbed by construction operations shall be seeded unless otherwise specified in the contract documents to be sodded. For areas requiring sod, see Section 02931 – Sodding. Seeded areas include, but is not limited to, areas of cut and fill, trenching, temporary roads, staging areas, storage areas and site specific green spaces. The sequence of work for seeding shall be cleaning the area, adding topsoil, application of fertilizer, tilling and removing rocks, seeding, covering, firming and the application of mulch. All seeded areas shall be mulched with straw or wood cellulose fiber and watered until grass has been established.

1.03 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.

1.04 RELATED SECTIONS

A. Section 01000 – General Project Requirements.

B. Section 01015 – Specific Project Requirements.

C. Section 01300 – Submittals.

D. Section 02200 – Earthwork.

E. Section 02575 – Surface Restoration.

F. Section 02931 – Sodding.

1.05 QUALITY ASSURANCE

A. The Contractor is responsible for the quality assurance and quality control of the Work. The Work shall be performed by a contractor with a proven record of performance for similar restoration and erosion control work.

1.06 INFORMATION PROVIDED BY THE CITY

A. As provided in the Contract Documents.

1.07 CONTRACTOR SUBMITTALS

A. The Contractor shall submit to the City/Design Professional for review and approval, in accordance with Section 01300 – Submittals, all specifications and data covering the proposed materials to be used for seeding operations.

B. Prior to commencing seeding operations, the Contractor shall submit the following to the City/Design Professional for review and approval:

1. Invoices and Analysis Labels. A copy of the supplier's invoices for all seed, mulch and fertilizer which shows the quantity by weight purchased for the project. The label bearing the manufacturer's guaranteed statement of analysis to ensure compliance with the specified requirements for quality and application rates.
2. Turf grass seed certification:
    a. Certify that each lot of seed has been tested by a testing laboratory certified in seed testing, within 6 months of the date of delivery. Include with the certification:
        1. Name and address of laboratory.
        2. Date of test.
        3. Lot number for each seed specified.
        4. Test Results:
            a. Name.
            b. Percentages of purity and of germination.
            c. Weed content and identity for each kind of seed furnished.
3. Mixtures: include proportions of each kind of seed.
4. Certification of sprig type and name.
5. Description of required maintenance activities and activity frequency.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery of materials shall be in manufacturer's original unopened and undamaged packages. They shall be clearly marked to identify brand name, contents and order number on each package. Packages showing indication of damage that may affect the condition of contents are not acceptable.

B. Materials shall be stored in accordance with manufacturer's recommendations. Storage shall provide protective cover from moisture and damage. Materials shall be maintained at the temperature in accordance with manufacturer's recommendation.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Top soil: The top soil shall be of a quality at least equal to that which exists in areas adjacent to the area to be repaired. Top soil shall be free from weed seeds, tree roots, clumps of clay, stones and other objectionable materials that hinder grading, planting and maintenance operations. See Section 02200 – Earthwork for additional requirements on topsoil.

B. Mulch: Mulch for application to seed bed areas shall be cereal grain straw or wood cellulose fiber.
    1. Straw mulch shall be baled, dry and show no signs of discoloration and mold damage.
        a. A minimum of 50 percent of weight of the herbage making up the material shall be 10 inches in length or longer.
        b. Mulch material containing weed seeds and crop seeds is not acceptable.
    2. Wood cellulose fiber shall be prepared from virgin wood fibers containing no substance or factor which might inhibit germination or growth of grass seed.
        a. The fiber shall be dyed an appropriate color to allow visual metering of its application and shall contain a tacking agent either combined with the product or added in the tank when making the slurry.
        b. Fibers shall have the property of becoming evenly dispersed and suspended when agitated in water.
        c. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like groundcover which readily absorbs water and allows infiltration to the underlying soil.
        d. Weight specifications from suppliers for all applications, shall refer only to air dry weight of the fiber, at a standard equivalent of 10 percent nominal moisture content.
        e. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds and shall be marked by the manufacturer to show the air dry weight content.
        f. Suppliers shall certify that laboratory and field testing of their product has been accomplished and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.
    3. Exception: Vegetative Type mulch will be the only acceptable type mulch used in areas where Type “C” seed is required, Type “C” seed is specified in paragraph 2.1.E.3 in this Section.

C. Starter Fertilizer: Fertilizer shall be pelleted or granulated and shall be an approved brand composed of a “Slow Release Nitrogen” fertilizer in the 1-2-1 range, such as 13-25-12 grade, uniform in composition free flowing and suitable for application with approved equipment, delivered to the site in convenient containers, each fully labeled, conforming to the applicable state fertilizer laws, bearing the name, trade mark, or trade name and a warranty of the producer.

D. Seed: Seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act and Stated 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, 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.
    1. Seed shall have a guaranteed germination rate of 95% or greater.

2. Pure Live Seed (PLS) formula: The following formula shall be used to determine PLS for each kind of seed:

PLS (%) = [Purity (percent) x Germination (percent)]/100

E. The areas and types of seeding to be used shall be specified on the plans. The types of acceptable seed, depending upon the area, is as follows:

1. Type "A" Seed: This seeding mixture will normally be used when seeding is required in areas of established yards, shoulders, slopes in street right-of-way and any other area where a high-type seeding is deemed necessary. The seed shall be sowed at a rate of 10 lbs. PLS per 1000 square feet (436 lbs. PLS per acre). The seed mixture will be 100 percent Turf-Type Tall Fescue composed of an equal mix of three of four compatible species. The mixture shall not include any varieties of the slower growing Turf-Type Tall Fescue "Dwarf". The species shall be one of the following or as approved by the City/Design Professional:

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

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

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

Type "B" Seed	**Minimum Pure Live Seed (PLS%)**	**Rate of Pure Live Seed (lbs. per acre)**
Alta Fescue or Kentucky 31 Fescue (Festuca Elatior Var. Arundinces)	75	90
Rye grass (Lolium Perenne or L. Multiflorum)	80	50
TOTAL		**140**

3. Type “C” Seed: This seeding mixture will normally be used in public parks, wild life refuges and other areas where this seeding mixture is deemed necessary. The types of seeding mixtures for different habitats will be as follows:

Planting Habitat	Scientific Name	Common Name	Initial or Permanent Cover	Coverage
Wet Woodland	Elymus virginicus L.	Virginia Wild Rye	P	3 lbs./ac PLS
	Cinna arundinacea L.	Woodreed	P	100 lbs./ac PLS
	Sporobolis heterolepis A. Gray	Prairie Dropseed	I,P	3 lbs./ac PLS
	Elymus canadensis L.	Canada Wild Rye	P	3 lbs./ac PLS
	Festuca octoflora	Six-weeks Fescue	I	0.5 lbs./ac PLS
	Triticum aestivum L.	Winter Wheat	I	60 lbs./ac PLS
Planting Habitat	Scientific Name	Common Name	Initial or Permanent Cover	Coverage
Dry Woodland	Elymus canadensis L.	Canada Wild Rye	P	3 lbs./ac PLS
	Elymus virginicius L.	Virginia Wild Rye	P	3 lbs./ac PLS
	Sporobolis heterolepis A. Gray	Prairie Dropseed	I,P	3 lbs./ac PLS
	Triticum aestivum L.	Winter Wheat	I	60 lbs./ac PLS
Planting Habitat	Scientific Name	Common Name	Initial or Permanent Cover	Coverage
Wet Open	Elymus canadensis L.	Canada Wild Rye	P	3 lbs./ac PLS
	Echinochloa muricata Fern.	Rough Barnyard grass	I,P	2 lbs./ac PLS
	Spartina pectinata	Prairie Cordgrass	P	200 rhiz./ac
	Leersia oryzoides	Rice Cutgrass	P	200 rhiz./ac
	Triticum aestivum L.	Winter Wheat	I	60 lbs./ac PLS

F. Herbicide: Pre-emergent herbicide shall be siduron (Tupersan).
G. Water: Water used for this work shall be furnished by the Contractor.

PART 3 - EXECUTION

3.1 SAFETY

A. Perform all work in accordance with applicable Occupational Safety and Health Administration (OSHA) standards.

3.2 INSTALLATION

A. Time and Conditions: The seeding work shall not be started until all earthwork has been completed in accordance with Section 02200 – Earthwork. Backfills and fills shall be allowed to settle and the topsoil spread and finish-grading completed before seeding work is started.
B. Personnel and equipment: All seeding work shall be performed by a contractor having demonstrated experience in seeding on projects of similar size. The work shall be performed by experienced personnel who are familiar with project requirements and are under the supervision of a qualified foreman at all times when the work is in progress.
C. Equipment: 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, hydro-mulcher and straight serrated disk for crimping mulch into the soil.
D. Clearing: Prior to grading and tilling, vegetation that may interfere with operations shall be mowed, grubbed and raked. The collected material shall be removed from the site. The surface shall be cleared of stumps, stones larger than 1 inch, roots, cable, wire, trash and other materials that might hinder the work or subsequent maintenance.
E. Grading. Established grades, as indicated on the Drawings, shall be maintained 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.
F. 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.
G. Preparation of Seed Bed: 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.
H. Application of Seed: Seeding equipment calibration tests shall be made in the presence of the City/Design Professional to determine the equipment setting required to apply the seed at the specified rates. Markers shall be used to ensure that no skips occur between successive passes of the seeder. If unplanted skips and areas are noted after germination and the growth of the grass, the unplanted areas shall be seeded at no additional cost to the Owner. The seed

box shall be kept at least half full during seeding operations to ensure even distribution of seed over all the areas seeded.

I. Hydro-seeding:
    1. Seed and fertilizer, mixed in proportions as herein specified, can be broadcast in a hydro-mulch with water which forms an emulsion covering the prepared designated areas in a uniform manner.
    2. Areas to be hydro-seeded shall be fertilized at rates specified earlier. The seed-bed shall be free of any irregularities in the surface resulting from being fertilized, or other operations, and shall be corrected to prevent formation of water pockets.
    3. Hydro-mulch used shall be a wood fiber mulch with a tackifier, such as Conwit 2000, or approved equivalent. Hydro-mulch shall be applied at a rate of 1500 lbs. per acre.
    4. Hydro-seeder filling tank should be ½ full of water before adding seed, fertilizer and hydro-mulch components. Begin agitation while adding remaining water so that a uniform mixture is obtained. Seed, fertilizer and hydro-mulch components shall not be added to water more than four (4) hours prior to application.
    5. Discharge hydro-mulch slurry mix on prepared soil for uniform distribution.

J. 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.

I. 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.

J. The mixtures shall be applied in a crossing pattern of two passes, each applying half of the seed required.

K. Seed should be drilled to a depth of 1/2 inch.

L. Sprigs (rhizomes) shall be broadcast evenly and uniformly on the soil surface.

M. Compaction: 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/Design Professional.

N. Application of Herbicide: Following completion of seeding operations, pre-emergent herbicide as specified shall be applied to all seeded areas at the rate of 6 pounds active ingredient per acre.

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

P. Vegetative Type Mulch:
    1. 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).
    2. Mulch shall be spread by hand or by a blower type mulch spreader.
    3. 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.
    4. Care shall be exercised to ensure that all wire from baled hay is collected as it is removed from the bale.

5. 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.
6. The mulch shall not be bunched.
7. No mulch shall be spread unless it can be anchored on the same day.

Q. Anchoring Straw Mulch:
1. The straw mulch shall be anchored in the soil to a depth of 2 to 3 inches be a notched disk set straight or a mulch crimping machine.
2. The machine shall be weighted and operated in such a manner to secure the mulch firmly in the ground to form a soil binding mulch and prevent loss or bunching of the hay by wind.
3. Two or more passes may be required to anchor the mulch to the satisfaction of the City/Design Professional.

R. Application of Wood Cellulose Fiber:
1. Wood cellulose fiber mulch shall be applied with a hydro-mulcher at not less than 1000 pounds per acre.
2. Precautionary measures shall be taken in preventing overspray on structures, paving and plantings.

S. Watering: Promptly after seeding and mulching, wet the seed bed thoroughly. Watering shall continue so as to keep all areas moist throughout the germination period.

T. Cleanup operations within forty-eight (48) hours after completion of the construction operations:
1. The entire area shall be cleared of excess soil and waste material, including, but not limited to, stones, stumps, roots, brush, wire, grade stakes, trash and all objects that might be a hindrance to maintenance operations or affect the visual appearance of the site.
2. All roads, over which hauling operations have been conducted, regardless of the type of surfacing, shall be clean and all debris left on the surface shall be removed.
3. The wheels of vehicles shall be cleaned to avoid leaving soil upon roads, walks and other surfaced areas.

U. Water Usage:
1. All watering equipment required for the work shall be furnished by the Contractor.
2. All water obtained from fire hydrants shall be metered. See Section 01000 – General Project Requirements.

3.3 MAINTENANCE, PROTECTION AND REPAIR

A. Maintenance of Area: The Contractor is responsible for maintaining all seeded areas until acceptance by the City/Design Professional. Maintenance of the seeded areas shall include the following:
1. Established yards, shoulders, slopes in street right-of-way and all other areas where a high-type seeding is deemed necessary. All newly seeded grassed areas shall be kept in a healthy growing condition by watering, weeding, mowing, trimming, edging, etc., until completion and acceptance by the City/Design Professional. 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.

2. Turf grass of one-square foot or more that does not show definite growth and establishment shall be re-seeded by the Contractor at no additional cost to the Owner. The Contractor shall continue the care and maintenance of all seeded areas as specified above until all work of this project has been satisfactorily completed and all deficiencies have been corrected at which time final inspection shall be made.
3. Areas off of street right-of-way: All seeded areas shall be maintained until acceptance by the City/Design Professional. Maintenance shall include repair of erosion damage, re-seeding, mulching and watering.

B. Protection and Repair:
1. The seeded area shall be kept free of traffic until accepted.
2. If at any time before acceptance of the completed contract, any portion of the seeded surface becomes gullied, damaged - intentionally or otherwise, or the seeding has been damaged or destroyed, the affected portion shall be repaired to re-establish the specified condition prior to the acceptance of the work.

3.4 WARRANTY

A. Seeding shall have germinated, taken root and have established satisfactory coverage before acceptance by the City/Design Professional. The Contractor shall maintain as described in paragraph 3.3 and shall guarantee seeding for one (1) year after acceptance. The Contractor shall scarify, reseed, fertilize and mulch any barren area greater than 1 square foot. See Section 02575 – Surface Restoration for requirements on early acceptance.

END OF SECTION

SECTION 02931 - SODDING

PART 1 - GENERAL

1.01 SUMMARY

A. This section covers the operations necessary to produce grass covered areas for restoration and erosion control. The Contractor shall provide all materials, labor and equipment to complete the sodding work in accordance with this section. All costs pertaining to supply, delivery, storage, site preparation, sodding, fertilization, watering, protection, sodding repair and maintenance during the establishment period shall be included in the lump sum bid.

B. The Contractor shall sod all yards and green spaces unless the owner of the property gives written permission to seed instead of sod. Written permissions shall be made part of the project documentation included at the end of the project.

1.02 DESCRIPTION

A. All areas disturbed by construction operations shall be sodded unless otherwise specified in the contract documents to be seeded. For areas requiring seed, see Section 02930 – Seeding. Sodded areas include, but are not limited to, areas of cut and fill, trenching, temporary roads, staging areas, storage areas and site specific green spaces. The sequence of work for sodding shall be cleaning the area, adding topsoil, application of fertilizer, tilling and removing rocks, sodding, covering, firming, watering and maintenance.

1.03 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.

1.04 RELATED SECTIONS

A. Section 01000 – General Project Requirements.
B. Section 01015 – Specific Project Requirements.
C. Section 01300 – Submittals.
D. Section 02200 – Earthwork.
E. Section 02575 – Surface Restoration.
F. Section 02930 – Seeding.

1.05 QUALITY ASSURANCE

A. The Contractor is responsible for the quality assurance and quality control of the Work. The sodding work shall be performed by a qualified contractor with a proven record of performance for similar restoration and erosion control work.

1.06 INFORMATION PROVIDED BY THE CITY

A. As provided in the Contract Documents.

1.07 CONTRACTOR SUBMITTALS

A. The Contractor shall submit to the City/Design Professional for review and approval, in accordance with Section 01300 – Submittals, all specifications and data covering the proposed materials to be used for sodding operations.

B. Prior to commencing sodding operations, the Contractor shall submit the following to the City/Design Professional for review and approval:

1. Invoices and Analysis Labels: A copy of the supplier's invoices for all sod and fertilizer which shows the quantity by weight purchased for the project and a representative label bearing the manufacturer's or vendor's guaranteed statement of analysis to assure compliance with specified requirements for quality and application rates.
2. Sod: Certification of seed analysis, germination rate and inoculation:
    a. Certify that each lot of seed used for sod has been tested by a testing laboratory certified in sod testing, within 6 months of date of delivery. Include with the certification:
        1. Name and address of laboratory.
        2. Date of test.
        3. Lot number for each seed specified.
        4. Test Results:
            a. Name.
            b. Percentages of purity and of germination.
            c. Weed content for each kind of sod furnished.
    b. Certification of sod: include source, harvest date of sod and type of sod.
    c. Certification of sprig type and name.
    d. Description of required maintenance activities and activity frequency.

1.08 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery of materials shall be in manufacturer's original unopened and undamaged packages. Packaged items shall be clearly marked to identify brand name, contents and order number on each package. Packages showing indication of damage that may affect condition of contents are not acceptable. Sod shall be supplied in rolls of uniform thickness and kept covered and moist.

B. Storage of material shall provide protective cover from damage and stored at temperatures and moisture conditions in accordance with manufacturer's and supplier recommendations. Materials shall be stacked or stored in accordance with manufacturer's and supplier recommendations.

C. Harvesting Sod:
1. Do not harvest if sod is excessively dry or wet.
2. Harvest and deliver sod only after laying bed is prepared for sodding.
3. Roll or stack to prevent yellowing.
4. Deliver and lay all sod within 24 hours of harvesting.
5. Keep moist and covered from time of harvesting until laid.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Top soil: The top soil shall be of a quality at least equal to that which exists in areas adjacent to the area to be repaired. Top soil shall be free from weed seeds, tree roots, clumps of clay, stones and other objectionable materials that hinder grading, planting and maintenance operations. See Section 02200 – Earthwork for additional requirements on topsoil.

B. Sod:

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 shown on the plans. For established yards, the sod shall match the species removed.
2. 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.
3. The Turf Type Tall Fescue sod shall be 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	Houndog	Jaguar II
Maverick II	Mustang	Olympic
Phoenix	Rebel II	Rebel 3D
Safari	Shenandoah	Thoroughbred
Titan	Tribute	Vegas

4. Kentucky Blue grass and Turf Type Tall Fescue sod shall be 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.
5. Bermuda grass or Zoysia grass sods shall be cut into strips of uniform thickness, the range of acceptable thickness shall be 1 1/2 to 2 inches; each strip shall not be less than 12 inches wide and 24 inches long. Strips that crumble will not be acceptable.
6. 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.
7. 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.

C. 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

3.1 SAFETY

A. Perform all work in accordance with applicable Occupational Safety and Health Administration (OSHA) standards.

3.2 PREPARATION

A. 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.

B. Preparation of areas to be sodded shall include filling, reshaping or eroded areas, cleaning ditches and refinishing slopes to the established grade section. The area shall be cleared of stumps, stones larger than 1 inch, roots, cable, wire, trash and other materials that might hinder the work or subsequent maintenance.

C. Application of Fertilizer: 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.

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 spiketooth 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.
2. Grade areas to smooth, even surface with loose, uniformly fine texture.
    a. Roll and rake, remove ridges, fill depressions to meet finish grades.
    b. Limit such Work to areas to be planted within immediate future.
    c. Remove debris, stones larger than 1 inch diameter and other objects that may interfere with planting and maintenance operations.

3.3 INSTALLATION

A. Time and Conditions. The sodding work shall not be started until all earthwork has been substantially completed. Backfills and fills shall be allowed to settle and the topsoil spread and finish-grading completed before the work is started. Failure to account for settlement prior to placement of topsoil and sod may result in rework of the area.

B. Application of Sod: 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/Design Professional 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/Design Professional 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.

C. Sod Placement: 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.

D. Anchoring Sod: On slopes 2:1 or steeper, the sod shall be anchored using garden staples.

E. Watering: Promptly after sodding, wet the sod thoroughly. Watering shall continue so as to keep all areas moist until acceptance by the City/Design Professional.

F. Water Usage:
   1. All watering equipment required for the work shall be furnished by the Contractor.
   2. All water obtained from fire hydrants shall be metered. See Section 01000 – General Project Requirements.

G. Cleanup Operations within forty-eight (48) hours after completion of the construction operations:
   1. The entire area shall be cleared of excess soil and waste material, including, but not limited to, stones, stumps, roots, brush, wire, grade stakes, trash and all objects that might be a hindrance to maintenance operations or affect the visual appearance of the site.
   2. All roads, over which hauling operations have been conducted, regardless of the type of surfacing, shall be clean and all debris left on the surface shall be removed.
   3. The wheels of vehicles shall be cleaned to avoid leaving soil upon roads, walks and other surfaced areas.

3.4 MAINTENANCE, PROTECTION AND REPAIR

A. Maintenance of Area. The Contractor shall be responsible for maintaining all sodded areas until acceptance by the City/Design Professional. Maintenance of the sodded areas shall include the following:
   1. All newly sodded grassed areas shall be kept in a healthy growing condition by watering, weeding, mowing, trimming, edging, etc., until completion and acceptance by the City/Design Professional. The sodded areas shall be mowed with approved mowing equipment to a height of 3 inches whenever the average height of vegetation becomes 6 inches.
   2. Turf grass of one-square foot or more that does not show definite growth and establishment shall be re-sodded by the Contractor at no additional cost to the Owner. The Contractor shall continue the care and maintenance of all sodded 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.

B. Protection and Repair:
   1. The sodded area shall be kept free of traffic until accepted.

2. If at any time before acceptance of the completed contract, any portion of the seeded surface becomes gullied, damaged - intentionally or otherwise, or the seeding has been damaged or destroyed, the affected portion shall be repaired to re-establish the specified condition prior to the acceptance of the work.

3.5 WARRANTY

A. Sodding shall have taken root and have established satisfactory coverage before acceptance by the City/Design Professional. The Contractor shall maintain as described in paragraph 3.4 and shall guarantee sodding for one (1) year after acceptance. The Contractor shall scarify, re-sod, fertilize and water any dead or barren area greater than 1 square foot. See Section 02575 – Surface Restoration for requirements on early acceptance.

END OF SECTION

SECTION 02949 – TREE PROTECTION, REMOVAL AND REPLACEMENT

PART 1 - GENERAL

1.01 PURPOSE

A. This Section includes the protection and trimming of existing trees that interfere with or are affected by the execution of the Work; as well as, the removal and replacement of trees required by the Work, whether in the right-of-way or in easements – temporary or permanent.

B. Definitions:

1. Tree Protection Zone – Area surrounding individual trees or groups of trees to remain during Work and defined by the Drip Line of individual trees or the perimeter Drip Line of groups of trees; unless, otherwise indicated in contract documents.
2. Drip Line – Area defined by the outermost circumference of the tree canopy.
3. Diameter Breast Height (DBH) – The outside bark diameter of an existing tree measured 4.5 feet above the ground, on the uphill side of the tree.
4. Caliper – Diameter of the stem or trunk of a tree measured above the existing grade. For trees up to 4.5 inches in diameter, Caliper shall be measured six (6) inches above the existing grade. If the Caliper measured at six (6) inches is greater than 4.5 inches, then the Caliper shall be measured at 12 inches above the existing grade.

1.02 MEASUREMENT AND PAYMENT

A. The Contractor shall provide all material, labor and equipment required for the items listed in the table, as shown in the Drawings and specified herein. Based on the contractor's lump sum bid, the following shall be included in the schedule of values and will be paid accordingly:

Existing Tree Protection Measurement and Payment Units

Item	Unit
Tree Protection Fencing	Linear Feet
Tree Removal	Each
Tree Replacement	Each 2-inch caliper replacement tree

1.03 RELATED SECTIONS

A. Section 01300 – Submittals.

1.04 REFERENCE STANDARDS

A. The following publications form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. Comply with reference standards in effect as of date of the Contract Documents, unless otherwise indicated by the City/Design Professional:

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z60.1	The American Standard for Nursery Stock.
ANSI A300	Tree Care Operations – Standard Practices for Tree, Shrub and Other Woody Plant Maintenance.
GRI GT13 (a)	Test Methods and Properties for Geotextiles Used as Separation between Subgrade Soil and Aggregate.

1.05 SUBMITTALS

A. Preconstruction Submittals:

TREE REPLACEMENT PLAN.

TREE REMOVAL IDENTIFICATION.

TREE PROTECTION PRE-CONSTRUCTION CONFERENCE.

1.06 QUALITY ASSURANCE

1.07

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

B. Tree Service Qualifications – All tree work shall be performed by an experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Work and will assign an experienced, qualified Arborist to the project. The Arborist shall be certified by the International Society of Arboriculture.

C. Tree Pruning Standards – Comply with ANSI A300 Part 1, "Trees, Shrubs and other Woody Plant Maintenance-Standard Practices (Pruning)."

1.08 QUALITY CONTROL

A. A qualified Arborist as identified in Part 1.06, A. shall be on-site on a full-time basis during execution of the tasks related to Section 02949.

1.09 DELIVERY, STORAGE AND HANDLING (EQUIPMENT)

A. Do not store construction materials, debris or excavated material inside the Tree Protection Zone(s).

B. Site utilization shall protect root systems from damage caused by runoff or spillage of noxious liquids while installing, placing or storing construction materials; and shall protect root systems from ponding, eroding, compacting or excessive wetting caused by dewatering operations.

C. Neither vehicular traffic nor foot traffic is permitted within the Tree Protection Zone(s).

PART 2 PRODUCTS

2.01 TREE PROTECTION FENCING

A. Tree protection fencing shall be orange in color and a minimum of 48 inches in height – Mesh Construction Fencing by Conweed or approved equal. Fence posts shall be metal T-posts.

2.02 PERMEABLE LINER

A. Permeable liner shall be comprised of non-woven (with elongation greater than or equal to 50 percent) polypropylene staple fibers, conforming to the following property requirements as specified in GRI GT 13(a):

Permeable Liner Required Properties

Property (unit)(min/max)	**Class 1**	**Class 2**	**Class 3**	**Test Method (or approved equal)**
Grab Tensile Strength (lb.) (min)	203	158	113	ASTM D4632/D4632M
Trapezoid Tear Strength (lb.) (min)	79	56	41	ASTM D4533/D4533M
CBR Puncture Strength (lb.) (min)	440	320	230	ASTM D6241
Permittivity (sec-1) (min)	1.0	1.0	1.0	ASTM D4491/D4491M
Apparent Opening Size (inches) (max)	0.024	0.024	0.024	ASTM D4751
Ultraviolet Stability (% of strength retained at 500 light hours) (min)	80	70	60	ASTM D7238

2.03 TREE REPLACEMENT

2.03.1 TREE REMOVAL IDENTIFICATION – Submit on any trees to be removed that were not specifically identified for removal in the Drawings. Tree removal identification submittal shall include the following:

2.03.1.1 Location of tree with northing/easting points.

2.03.1.2 Species of tree.

2.03.1.3 DBH of tree.

2.03.1.4 Reason/Purpose for removal.

2.03.2 TREE REPLACEMENT PLAN – The Contractor shall submit a tree replacement plan for all trees removed not specifically identified for removal in the Drawings. The tree replacement plan shall include the following:

2.03.2.1 Location of replacement tree(s) with northing/easting points.

2.03.2.2 Species of replacement tree(s).

2.03.2.3 Caliper of replacement tree(s).

2.03.2.4 Replacement trees shall be in accordance with KCMO Parks and Recreation Street Tree Planting Guidelines.

2.03.2.5 Service and Maintenance activities for tree establishment.

PART 3 EXECUTION

3.01 PREPARATION:

A. Trees, tree roots and limbs within the construction limits shall be protected against injury or damage for the duration of the Work. All trees and vegetation shall remain and be protected unless otherwise designated by the City/Design Professional.

B. Any trees damaged or destroyed during construction due to construction activities shall be treated or removed at the Contractor's expense per Part 3.02, E. and/or F.

C. Construction Access:

1. Submit construction access location and duration of access.

2. There shall be no construction traffic within the Tree Protection Zone(s). If no other access is obtainable, place four (4) foot by eight (8) foot sheets of three-quarter (3/4) inch plywood atop nine (9) inches of shredded wood pulp/mulch over the entire area proposed for construction traffic.

3. After removal of mulch and plywood, the Contractor shall aerate the surface soil, per Part 3.02, E.

4. All disturbed areas shall be re-sodded per the contract documents.

D. Project Conditions:

1. Tree protection fencing shall be installed prior to commencing construction operations.

2. Proceed with the Work only when existing and forecasted weather conditions are suitable for the Work.

E. TREE PROTECTION PRE-CONSTRUCTION CONFERENCE – Before tree protection and trimming operations begin, the Contractor shall conduct a meeting with the City/Design Professional at the Site to review tree protection and trimming procedures and associated responsibilities. The Contractor shall submit the tree protection methods to be used during construction.

3.02 INSTALLATION

A. Tree Protection:

1. Install tree protection fencing around the Tree Protection Zone(s) to protect the trees and the vegetation in the protection zone from damage due to execution of the Work. Maintain the tree protection fencing for the duration of the Work and remove when Work is complete.

2. Preferred Fencing Installation Method – Where trees are located in open areas and not constricted by existing pavement, utilities or proposed grading, the tree protection fencing shall be installed a minimum of one (1) foot outside the Drip Line of the tree.

3. Alternative Fencing Installation Method 1 – Where trees are located in areas constricted by utilities or proposed grading, the tree protection fencing shall be installed as close to the Drip Line as possible or as follows:

Alternative Fencing Installation Method 1 by Tree Size

Tree Size (DBH)	Fence Placement Requirement
Small Trees (<9 inches)	Minimum of 5 feet from face of tree along the side of constriction. All other sides shall be 1 foot outside the dripline of the tree.
Medium (10 inches to 15 inches)	Minimum of 10 feet from the face of the tree along the side of constriction. All other sides shall be 1 foot outside the Drip Line of the tree.
Large (>15 inches)	Minimum of 15 feet from the face of the tree along the side of constriction. All other sides shall be 1 foot outside the Drip Line of the tree.

4. Alternative Fencing Installation Method 2 – Where trees are located adjacent to existing pavement, install tree protection fencing adjacent to pavement. All other sides shall be a minimum of one (1) foot outside the Drip Line of the tree.

5. Alternative fencing installation methods shall be submitted to the City/Design Professional for review and approval.

B. Excavation:

1. Do not excavate within the Tree Protection Zone(s), unless otherwise indicated in the Drawings or approved by the City/Design Professional.

2. Install shoring or other protective support systems to minimize sloping excavations within the vicinity of the Tree Protection Zone(s). Do not allow soil loss from the Tree Protection Zone(s) in instances where the Drip Line is a point of beginning for excavation or grading operations. If soil loss occurs, the Contractor shall correct the problem within 24 hours of the occurrence.

3. Where excavation is required within the Drip Line of the tree, hand clear and hand excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover and wrap with burlap. Water and maintain soil in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

4. Where utility trenches are required within the Tree Protection Zone(s), tunnel under or around the roots by drilling, auger boring, pipe jacking or digging by hand.

5. Roots damaged during excavation or trenching activities shall be pruned per Part 3.02, D.

C. Regrading:

1. Regrading in the vicinity of an existing tree shall be based on: grade lowering, minor or moderate fill conditions, as defined in the following subsections. Roots damaged by regrading activities shall be pruned per Part 3.02, D.

2. Grade Lowering – When the new finished grade is indicated below existing grade around trees, slope grade away from trees as recommended by the Arborist, unless otherwise indicated in the Drawings.

3. Minor Fill – When the existing grade is six (6) inches or less below finished grade, fill with topsoil. Place topsoil in a single un-compacted layer and hand grade to the required finish elevations. Do not operate equipment within the Tree Protection Zone(s) when placing topsoil above the existing grade.

4. Moderate Fill – When the existing grade is more than six (6) inches but less than 12 inches below finished grade, place: storage aggregate media No. 57 stone, permeable liner and topsoil on existing grade as follows:

a. Carefully place storage aggregate media No. 57 stone against the tree trunk approximately two (2) inches above finished grade and extend not less than 18 inches from tree trunk on all sides. For balance of area within Drip Line, place storage aggregate media No. 57 stone up to six (6) inches below finished grade.

b. Place permeable liner with edges overlapping a minimum of 6 inches.

c. Place remaining fill layer with topsoil to finished grade. Do not compact the storage aggregate media No. 57 stone or the topsoil. Hand grade to required finish elevations.

D. Root Pruning:

1. Root Pruning shall take place only where the roots of existing trees have been damaged by regrading or trenching operations and as directed by the Arborist.

2. If construction is to occur within the root zone of existing plant material, root pruning and special plant care, including fertilizing and watering, is required.

3. Do not cut main lateral roots or taproots. Cut only smaller roots that interfere with installation of Work. Do not break or chop.

4. Remove all weeds prior to root pruning.

5. Root prune using an approved mechanical root pruning saw prior to regrading operations, as directed by the Arborist. Air Spading excavation consisting of hand and/or pneumatic excavation may be required, as directed by the Arborist.

6. For plant material that is to remain in place, if the roots of that plant material are exposed during construction, the damaged root ends are to be removed by cutting them off cleanly.

7. Initial watering shall be performed on all trees which are designated for root pruning. Water trees immediately after pruning by thoroughly saturating root balls and continue to keep root balls thoroughly saturated for three (3) weeks following root pruning. After the three (3) weeks, water as required according to weather conditions, to keep root balls in a moist condition during growing seasons and for the duration of the Work. Test the root balls for optimal moisture once per week using a soil auger.

8. All pruning shall be overseen by the Arborist. All pruning shall be done according to the National Arborist Association's Pruning Standards.

9. Any damage to the root zone, as determined by the Arborist, will be compensated by pruning an equivalent amount of the top vegetative growth of the material within one (1) week following the root damage; additionally, fertilization and supplemental watering may be required, as determined by the Arborist.

E. Tree Repair:

1. Promptly repair trees damaged by construction operations within 24 hours of the occurrence. Treat damaged trunks, limbs and roots according to the Arborist's written instructions.

2. If the soil within the Tree Protection Zone(s) becomes compacted during construction, aerate the surface soil a minimum of ten (10) feet outside of the Drip Line and no closer than three (3) feet from the tree trunk. Drill holes two (2) inches in diameter a minimum of 12 inches deep at 24 inches on center or use a turf aerator that is approved by the City/Design Professional. Backfill holes with an equal mix of augured soil and sand.

F. Tree Replacement:

1. The Contractor shall obtain written approval from the City/Design Professional prior to removal of trees not specifically indicated for removal in the Drawings.
2. Trees not indicated for removal in the Drawings that die or are damaged during construction operations shall be removed and replaced at the Contractor's expense if the City/Design Professional determines that the trees are incapable of restoring to their normal growth pattern.
3. Trees removed shall be replaced with two (2) inch Caliper tree(s) at a rate based on the DBH of the existing tree, as follows:

Tree Replacement Requirements

Size of Tree Removed (DBH)	Rate of Replacement (2-inch Caliper)
2 inches - 5 inches	1:1
6 inches - 10 inches	2:1
11 inches - 16 inches	3:1
17 inches - 23 inches	4:1
24 inches - 31 inches	5:1
32+ inches	6:1

4. Replacement trees shall be planted per KCMO Parks and Recreation Street Tree Planting Guidelines.

3.03 TOLERANCES

A. Trees shall be measured according to ANSI Z60.1 with branches and trunks or canes in their normal position.

B. Do not prune to obtain required sizes.

C. Replacement tree Calipers shall measure equal to or greater than size specified in Part

3.02 Installation, Paragraph F – Tree Replacement.

3.04 DISPOSAL OF MATERIAL

A. Materials no longer in use shall be removed and disposed of by the Contractor per the contract documents.

3.05 PROTECTION

A. The Contractor shall maintain the tree protection/Tree Protection Zone(s) for the duration of the Work unless otherwise identified in the contract documents.

3.06 MAINTENANCE

A. Remove tall grass or weeds by mowing and pickup all trash within the Tree Protection Zone(s) for the duration of Work.

B. The Contractor shall be responsible for the maintenance and health of the tree(s) planted and/or trees identified for protection through the duration of the Establishment Period. The Establishment Period, defined as follows, shall commence at Substantial Completion and shall extend through the duration of the Performance and Maintenance Bond.

C. Maintenance activities and frequencies shall be defined in the Tree Replacement Plan and shall be implemented for the duration of the Establishment Period.

3.07 POST-CONSTRUCTION TESTING

A. Not applicable.

3.08 WARRANTY

A. Trees, tree roots and limbs within the limits of the Work shall be protected against injury or damage through the duration of the Establishment Period. Any trees located in the Tree Protection Zone(s) that die or show more than 25 percent canopy dieback shall be removed and replaced at the Contractor's expense per Part 3.02 Installation, Paragraph F – Tree Replacement.

B. The Contractor is responsible for all installed plantings for the term as defined below:

1. The Contractor shall warrant through the duration of the Establishment Period.

2. If at any time during the Establishment Period the plantings die, become damaged due to improper erosion control, improper administration of maintenance activities or frequency of maintenance activities, the Contractor shall replace the plantings and fully restore the area as determined by the City/Design Professional, at no additional cost to the City.

END OF SECTION

SECTION 03000 - MISCELLANEOUS CONCRETE

PART 1 - GENERAL

1.1 SCOPE

A. The Contractor shall perform all concrete work as required to complete the work specified in the contract documents.

B. This section covers miscellaneous concrete work associated with the construction of water, wastewater and stormwater infrastructure. This section does not apply to concrete work associated with surface restoration. See Section 02575 – Surface Restoration for concrete requirements associated with curb, gutter, sidewalk and street work.

1.2 RELATED SECTIONS

A. Section 03370 – Sanitary Sewer Manhole Construction.

B. Section 03608 – Concrete Vaults.

1.3 CODES AND STANDARDS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

B. American Society for Testing and Materials (ASTM):

ASTM A615	Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
ASTM C31	Test Methods of Making and Curing Concrete Test Specimens in the Field.
ASTM C33	Concrete Aggregates.
ASTM C39	Test Method for Compressive Strength of Cylindrical Concrete Specimens.
ASTM C94	Ready-Mixed Concrete.
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete.
ASTM C150	Portland Cement.

C. American Concrete Institute (ACI):

ACI 304	Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
ACI 305	Committee Report on Hot-Weather Concreting.
ACI 306	Committee Report on Cold-Weather Concreting.
ACI 309	Recommended Practice for Consolidation of Concrete.
ACI 318	Building Code Requirements for Reinforced Concrete.
ACI 347	Recommended Practice for Concrete Formwork.

1.4 SUBMITTALS

A. Contractor shall submit product data for review on the following items required by this Division:

1. Laboratory name.
2. Aggregate testing and gradation.
3. Design mix.

B. Product data shall be submitted in accordance with Section 01300 – Submittals.

PART 2 - PRODUCTS

2.1 CEMENT

A. Cement shall conform to ASTM C150, Type I, unless high early strength is required in which instance Type III shall be used. Cement may be bagged or bulk.

2.2 FINE AGGREGATE

A. Fine aggregate, clean natural sand, shall conform to ASTM C33 and have the following gradation:

Sieve	% Passing	% Retained
3/8"	100	0
#4	95-100	0-5
#8	80-100	0-20
#16	50-85	15-50
#30	25-60	40-75
#50	10-30	70-90
#100	2-10	90-98

2.3 COARSE AGGREGATE

A. Clean crushed rock, washed gravel, or other inert granular material, except that clay and shale particles shall not exceed one percent. Coarse aggregate shall conform to ASTM C33 and have the following gradation:

Sq. Sieve	% Passing	% Retained
3/4"	90-100	0-10
3/8"	20-55	45-80
#4	0-10	90-100
#8	0-5	95-100

2.4 WATER

A. Potable water from a municipal or other public water supply district shall be used for mixing and curing.

2.5 REINFORCING STEEL

A. Reinforcing Steel:
   1. Reinforcing steel bars shall conform to the requirements of the following Standards and Grades:
      (a) ASTM A615: Grade 40 or 60.
      (b) ASTM A616: Grade 50 or 60.

B. Bending details shall conform to ACI 318.

2.6 FORMS AND FORMWORK ACCESSORIES

A. Forms:
   1. Suitable and substantial forms shall be provided. All forms shall be constructed and maintained plumb and true to line, securely braced, tied, clamped and shored in order to prevent leakage of concrete and prevent deflection or displacement of forms during

placement of concrete. All exposed corners and edges shall have 1" fillets. All joints shall be mortar tight; open joints shall be sealed as required.

2. Where applicable, undisturbed earth may be used in lieu of forms.
3. The deflection of the forms due to the weight and rate of placing concrete, placing equipment, and workmen shall be accurately figured and taken into account in the design of the forms so that finished concrete members will have surfaces, lines, planes, and elevations required within tolerances in accordance with ACI 117.
4. All forms shall be removed prior to backfill unless the following conditions are met:
   (a) As directed by the City.
   (b) When constructed of unbraced plywood having a thickness of ½-inch or less, removal shall be optional unless otherwise directed by the City.
5. Forms shall be constructed so that they can be removed without damage to the concrete.

B. Formwork accessories:
1. Forms shall be securely braced and tied with approved form ties that do not leave any parts within 3/4 inch of the surface of the concrete. Wire ties and wood spreaders will not be permitted.

2.7 CONCRETE MIX

A. Concrete:
1. Concrete shall conform to KCMO PW 2208 except as follows:
   (a) Limestone may be used as coarse aggregate.
   (b) Design strength of concrete shall be 4,500 psi or greater at 28 days.
   (c) Maximum slump shall be 4 inches. Determination of slump shall conform to ASTM C143.
   (d) Coarse Aggregate: 1-inch maximum.
   (e) Air entrainment admixture is required to provide 4 to 6 percent entrained air when placed, in conformance with ASTM C185.
   (f) Water reducing admixture is required.
2. Ready mix concrete shall be supplied by a plant approved by the KCMO Public Works Department according to the Ready Mix Concrete Quality Management Plan. Submit ready mix concrete plant information in accordance with paragraph SUBMITTALS.
3. Submit concrete mix design in accordance with KCMO PW 2208.C and in accordance with the paragraph SUBMITTALS.

B. Concrete shall be delivered to the site in conformance with ASTM C94.

PART 3 - EXECUTION

3.1 REINFORCING STEEL AND CONCRETE

A. Placing of Reinforcing Steel:
1. Before being installed in the final position, all metal reinforcements shall be free of mud, clay, ice, grease, oil, loose rust and scale, and other coatings that would reduce or destroy the bond.
2. Metal reinforcements shall be accurately formed and positioned to the required dimensions. All bars are to be accurately placed and securely tied at all intersections.
   All reinforcing steel shall be placed so it is covered with a minimum of 3″ of concrete.
3. Steel reinforcements shall be accurately positioned as required and shall be secured against displacement by using annealed wire ties or suitable clips at all intersections.
4. The steel reinforcements shall be supported by metal supports, spacers, or hangers.
5. The legs on the metal chair supports shall be plastic coated.

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

C. Placing of Concrete:
   1. Only those methods and arrangements of equipment shall be used which will reduce to a minimum any segregation of coarse aggregate from the concrete.
   2. Every consideration shall be given to the proper placement of all concrete and the proper care of all concrete after placement.
   3. Concrete shall be deposited into the forms or on the grade as nearly as practicable in its final position and in such manner that the concrete will completely fill the forms.
   4. Vibration shall not be used to move concrete in a horizontal direction after initial placement.
   5. Concrete that has partially hardened or has been contaminated by foreign material shall not be deposited in the Work and shall be removed from the Site at no additional cost to the City.
   6. When inclined chutes beyond the mixer are permitted by the City, a baffle shall be provided at the bottom end so that concrete will drop vertically without segregation.
   7. No water shall be added to the concrete for any reason at the job site that will result in exceeding the specified water-cement ratio. Any water withheld when batching the concrete shall be noted on the material delivery ticket.
   8. Care shall be taken to assure proper concrete coverage of reinforcing steel as designed.
   9. Placement operations shall be performed in such a manner as to prevent loose earth falling into the excavation during placement of concrete.
   10. Concrete that might contact forms or reinforcing steel during placement shall be placed by the use of trunks or pipes whenever the drop exceeds six (6) feet for unexposed work, or three (3) feet for exposed work.
   11. When trunks or pipe are used, they shall be located at horizontal spacing of not to exceed ten (10) feet.
   12. Concrete for thrust restraints shall be placed in horizontal layers not exceeding two (2) feet in depth.
   13. Placing of concrete in thrust restraints shall be done in such manner as to prevent "cold joints," both horizontally and vertically.

D. Vibrating:
   1. In conformance with ACI 309, mechanical internal vibrators shall be used whenever possible in all formed concrete work.
   2. Vibrators shall be inserted at uniform spacing of twelve (12) inches to twenty (20) inches to assure thorough consolidation of all concrete.
   3. Vibrators shall be inserted and withdrawn vertically to a depth, which will assure penetration into the previous lift with vibration periods of from five (5) to fifteen (15) seconds.
   4. Form vibration and/or hand spading will be required at points inaccessible for thorough internal vibration.
   5. During placement of concrete, stand-by vibrators shall be immediately available in the event of mechanical failure in the vibrators being used.

E. No concrete shall be deposited below water. The excavation may be damp but shall contain no water.
F. Concrete shall be conveyed from the mixer to the place of final deposit by methods which will prevent the separation or loss of materials. Retempering of concrete is not permissible.
G. For formed surfaces, the Contractor shall break off ties, grout voids which are deeper than ½" and chip out honeycombed areas to solid concrete and grout flush with formed surface.
H. Curing shall be maintained continuously for seven days after placing concrete or until forms are removed and the surface finished. Concrete surface temperature is to be maintained between 50ºF and 100ºF for at least seven days.
I. Concrete shall not be placed on iced or frozen subgrade or when the air temperature is below 20ºF. Concreting shall not be continued when the air temperature is below 45ºF unless the following conditions are attained:
    1. Mixing water shall be heated (to a maximum of 150ºF).
    2. Aggregates shall be heated until free of all ice and frost.
    3. The concrete temperature after mixing shall be between 50ºF and 70ºF if the air temperature is 20ºF to 45ºF.
    4. After the concrete is placed, it shall be covered, protected, and heated so as to maintain a minimum of 70ºF air temperature for the 24 hours and 50ºF air temperature for the next six days. Open-flame type heaters are not permitted. Heating equipment not vented outside of the covering will not be permitted.
    5. Moist conditions shall be maintained during the heating period.
    6. All covering, heating equipment, etc., shall be on hand and approved by the Engineer before any concrete is placed.
J. Calcium chloride, as an admixture, shall not be used.
K. Exposed concrete is not to be placed in air temperatures above 100ºF. Cover, protect and cool work as to maintain the temperature of the concrete below 100ºF. The concrete temperature, after mixing, shall not be greater than 85ºF. Spray and/or shade aggregate piles and cool mixing water as required.

3.2 CONCRETE TEST CYLINDERS

A. All concrete test cylinders shall be provided by a certified testing laboratory. The testing of test cylinders, including transportation, shall be paid for by the Contractor.
B. The laboratory shall make at least three test cylinders for each day's pour in excess of 10 cubic yards of each class of concrete, and three test cylinders for each additional 50 cubic yards or major fraction thereof, as directed by the Engineer.
C. The laboratory shall ship the test cylinders to the laboratory on the second day, where the laboratory shall proceed to cure until tested. One cylinder shall be tested on the seventh day, and the remaining cylinders shall be tested on the 28th day. The test cylinders shall be identified at the time cast, and as to which pour is represented. Unsatisfactory tests of cylinders shall make the concrete represented subject to rejection, with consequent removal and replacement required.
D. Concrete test cylinders shall be cast and tested in accordance with ASTM C31 and C39. The testing laboratory shall furnish four copies of test reports for test cylinders and distributed as follows:
    1. 2 copies – City.
    2. 2 copies – Contractor.

3.3 CLEANUP

A. Cleanup operations shall be conducted in accordance with Section 01566 – Cleanup Operations

END OF SECTION

SECTION 03001

CONCRETE

PART 1 GENERAL

1.1 Section Description

A. This section provides for the materials and procedures utilized in cast-in-place concrete for thrust restraints for water main construction. Concrete for repair of pavement base, and curb or sidewalk replacement shall be in accordance with KCMO Public Works Department requirements and Section 02575 and the Missouri Department of Transportation (MoDOT) requirements for work within MoDOT right-of-way.

1.2 Section Includes

A. Concrete Mixture

B. Curing

C. Form Work

D. Reinforcement

1.3 Related Sections

A. Section 01300 – Submittals

B. Section 01600 – Material and Equipment

C. Section 02200 - Excavation and Trenching

D. Section 02575 - Pavement Restoration

E. Section 02608 - Concrete Vaults and Covers

F. Section 02669 - Thrust Restraints

1.4 References

A. ACI 301 - Specifications for Structural Concrete Buildings

B. ASTM C33 - Standard Specification for Concrete Aggregates.

C. ASTM C94 - Standard Specification for Ready-Mixed Concrete.

D. ASTM C150 - Standard Specification for Portland Cement.

E. ASTM C171 - Standard Specification for Waterproof Paper for Curing Concrete.

F. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.

G. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

H. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.

I. ASTM C881 - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

J. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.

K. MCIB – Specifications for Concrete Work.

1.5 Submittals for Review

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

B. Submit proposed mix design of each class of concrete to CITY for review prior to commencement of work.

1.6 Quality Assurance

A. Perform work in accordance with ACI 301.

B. Tests: Testing firm will take cylinders and perform slump and air entrainment tests in accordance with ACI 301 and ASTM standards.

PART 2 PRODUCTS

2.1 Concrete Mixture

A. Concrete Mixture:

1. The concrete shall be MCIB WA530-1-4 as designated by the Mid-West Concrete Industry Board, Inc., Kansas City, Missouri.

B. Cement:

1. The cement shall be Portland Cement Type I unless high early strength is required in which instance Type III shall be used.

2. All cement shall conform to the "Standard Specification for Portland Cement," ASTM C150.

C. Aggregate:

1. All aggregates shall conform to the appropriate bulletins and specifications of the Mid-West Concrete Industry Board, Inc.

D. Admixtures:

1. Air-entraining admixtures shall comply with ASTM C260 (AASHTO M154), current edition.

2. Chemical admixtures shall comply with ASTM C494 (AASHTO M194), current edition.

3. All Concrete shall include a water-reducing admixture and an air-entraining admixture.

E. Water:

1. Water for mixing and curing concrete shall be clean and free from injurious amounts of sewage, oil, acid, alkali, salt, or organic matter. (Only potable water will be acceptable without testing.)

F. Ready-Mix Concrete:

1. Ready-mixed concrete shall be used unless otherwise permitted by the CITY.

2. Ready-mixed concrete shall be mixed and delivered in accordance with the requirements set forth in the "Standard Specifications for Ready-Mixed Concrete," ASTM C94.

2.2 Curing

A. Cotton Mats: American Association of State Highway Officials (AASHTO) - "Standard Specifications for Cotton Mats for Curing Concrete Pavements," Designation M-73, current edition.

B. Burlap: AASHTO - "Standard Specifications for Burlap Cloth Made from Jute or Kenaf," M-182, Class 2, 3, or 4, current edition.

C. Waterproof Paper: ASTM – "Standard Specification for Waterproof Paper for Curing Concrete", Designation C-171, Current Edition.

D. Liquid Membrane: ASTM – "Standard Specifications for Liquid Membrane Forming Compounds for Curing Concrete", Designation C-309, current edition.

E. Membrane Curing Compounds: ASTM C1315 - "Standard Specifications for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete", current edition.

F. Concrete Bonding Agent; ASTM C881 - Standard Specifications for Epoxy-Resin-Base Bonding Systems for Concrete", Type I and V, moisture insensitive, current edition.

G. Polyethylene Sheeting: AASHTO – "Standard Specifications for White Polyethylene Sheeting (Film) for Curing Concrete", Designation M-171, current edition.

2.3 Form Work

A. Refer to Section 03100 - Concrete Formwork

2.4 Reinforcement

A. Refer to Section 03200 - Concrete Reinforcement

PART 3 EXECUTION

3.1 Surface Preparation

A. General:

1. Concrete shall not be placed on muddy or frozen ground.

2. Dry sub-grade shall be wetted in advance of concrete placement.

3. All mud, freestanding water, loose dirt, and debris shall be removed prior to placement of concrete.

B. Surface Preparation of Existing Concrete:

1. Where new concrete is placed against existing concrete, the surface of the existing concrete shall be chipped to remove the existing surface to a depth that exposes a clean concrete surface. No oil, grease, or dirt stains shall be evident when the new concrete is poured.

2. Latency or soft layers of mortar shall be removed from the top or face of previously hardened concrete prior to placing additional concrete in contact with the existing surfaces.

3. If, in the opinion of the CITY, a structural bond is required between the old and new concrete, a concrete bonding agent shall be used.

C. Under-Water Conditions:

1. Prior to placing concrete, any water flow into excavation or forms shall be controlled or stabilized.

2. Tremies shall be used in all cases unless other methods are specified.

3. Tremies shall be equipped with watertight valves or caps at the lower end that shall be kept submerged in freshly placed concrete when placing concrete.

3.2 Formwork

A. Refer to Section 03100 – Concrete Formwork

3.3 Reinforcement

A. Refer to Section 03200 – Concrete Reinforcement

3.4 Placing Concrete

A. General:

1. Only those methods and arrangements of equipment shall be used which will reduce to a minimum any segregation of coarse aggregate from the concrete.

2. Every consideration shall be given to the proper placement of all concrete and the proper care of all concrete after placement.

3. Sufficient capacity of manpower and placing equipment shall be provided so that the work may be kept free from cold joints and other defects in the finished product.

4. Concrete shall be deposited into the forms or on the grade as nearly as practicable in its final position and in such manner that the concrete will completely fill the forms.

5. Vibration shall not be used to move concrete in a horizontal direction after initial placement.

6. Placement of concrete on a slope shall begin at the lower end of the slope and progress upward.

7. Concrete that has partially hardened or has been contaminated by foreign material shall not be deposited in the work but shall be discarded.

8. When inclined chutes beyond the mixer are permitted by the CITY, a baffle shall be provided at the bottom end so that concrete will drop vertically without segregation.

9. No water shall be added to the concrete for any reason at the job site that will result in exceeding the specified water-cement ratio.

10. Care shall be taken to fill the forms and to finish the concrete so that top surface is true to line and grade.

11. Care shall be taken to assure proper concrete coverage of reinforcing steel and mesh as designed.

12. Care shall be taken to maintain the proper location of all joint material, dowels, embedded items, etc., during concrete placement.

13. No mud or other foreign materials shall be tracked into the concrete during placement operations, and all contaminated concrete shall be removed.

B. Footings:

1. Footings shall have sound and stable earth sides or assembled forms.

2. Placement operations shall be performed in such a manner as to prevent loose earth falling into footing area during placement of concrete.

C. Walls And Thrust Restraints:

1. Collection hoppers shall be used wherever depth of wall or thrust restraints exceeds four (4) feet.

2. Concrete that might contact forms or reinforcing steel during placement shall be placed by the use of trunks or pipes whenever the drop exceeds six (6) feet for unexposed work, or three (3) feet for exposed work.

3. When trunks or pipe are used, they shall be located at horizontal spacing of not to exceed ten (10) feet.

4. Concrete for walls and thrust restraints shall be placed in horizontal layers not exceeding two (2) feet in depth.

5. Where concrete is to be placed for slabs monolithically with walls, beams, or columns which have a depth of four (4) feet or more, the placing of concrete for slab shall be delayed one (1) to three (3) hours after placing of concrete in lower portions to allow for subsidence.

6. Placing of concrete in slabs and thrust restraints shall be done in such manner as to prevent "cold joints," both horizontally and vertically.

D. Slabs:

1. Strike-off screens shall be set to proper grades for all concrete slab construction, and the tolerance for screens for smooth finish slabs shall not exceed one-eighth (1/8) inch, plus or minus, in a distance of seven (7) feet.

2. Strike-off shall be accomplished by use of a straight edge of adequate weight and length.

3. Vibrating screens or other approved strike-off methods shall be used when concrete slump is less than three (3) inches and slab thickness is more than four (4) inches.

4. Jitterbugs shall not be used.

E. Vibrating:

1. Mechanical internal vibrators shall be used whenever possible in all formed concrete work.

2. Vibrators shall be inserted at uniform spacing of twelve (12) inches to twenty (20) inches to assure thorough consolidation of all concrete.

3. Vibrators shall be inserted and withdrawn vertically to a depth, which will assure penetration into the previous lift with vibration periods of from five (5) to fifteen (15) seconds.

4. Form vibration and hand spading will be required at points inaccessible for thorough internal vibration.

5. During placement of concrete, stand-by vibrators shall be immediately available in the event of mechanical failure in the vibrators being used.

3.5 Concrete Curing

A. General:

1. Curing and protection shall consist of providing adequate measures to prevent the loss of moisture so hydration of the cement can continue. Special care shall be taken to provide proper curing for all concrete, including edges.

2. All regular concrete shall be cured for a period of not less than five (5) days, and concrete made with high early strength cement shall be cured not less than three (3) days unless otherwise directed or specified by the CITY.

3. Whenever placing of concrete is interrupted, the concrete already placed shall be kept continuously moist with damp mats or burlap until placing is resumed. Concrete shall not be directly sprayed with water prior to obtaining initial set.

B. Concrete In Forms:

1. Concrete adjacent to wood forms shall be cured either by keeping the forms continuously wet, beginning not later than eighteen (18) hours after placing has been completed, or by loosening the forms as directed or approved by the Engineer and applying water to the top portion and allowing the water to run down between the forms and the concrete.

2. When metal forms are used for vertical surfaces, the forms shall either be kept in contact with the concrete for the entire curing period, or the forms may be removed completely and one of the other acceptable curing methods used.

3. Concrete slabs shall be cured by either wet covering, steel materials, or membrane curing compounds.

4. Supporting forms under flat slabs will not be required to be kept moist.

C. Curing Methods:

1. One of the following methods of curing shall be used as soon as possible after the final finishing operations and when the concrete has set sufficiently so that it will not be damaged in the process.

2. Wet covering shall consist of either burlap, cotton mats, damp earth or sand, or ponded water. Coverings shall be kept moist for the duration of the curing period. Water shall be applied in a manner, which will not damage the concrete, and shall be free from impurities, which may damage or discolor the concrete.

3. The covering shall completely cover the concrete surfaces with sufficient material remaining at the sides for proper anchorage. Adjoining sheets shall be lapped six (6) inches or be sealed. All tears and holes shall be patched promptly with adhesive tape of other approved means. The covering shall be anchored continuously around the edges and at laps, and shall be weighted on the surface as required to prevent billowing by the wind. The covering material may be reused provided all holes and tears are properly repaired.

4. During hot weather, the membrane curing compound shall be a white pigmented compound when used on concrete exposed to sunlight and on all other concrete unless the CITY specifies a clear type with fugitive dye. Membrane curing compounds shall not be used where concrete is to be bonded to concrete. Where concrete is to be painted or covered with floor covering, or where concrete is to be bonded to other construction material, membrane curing compound shall be applied by spraying in such a manner as to provide a uniform, continuous, and water-impermeable film using not less than the amount recommended by the manufacturer. Compounds shall be stirred prior to and during use. If an even covering cannot be obtained by one coat, the compound shall be applied in two (2) coats with the direction of application of the second coat at right angles to that of the first coat. The membrane shall be protected from damage during the curing period, and any damage shall be repaired promptly.

5. Vertical faces of slabs on grade shall be cured by backfilling with moist earth or by use of one of the methods described herein.

6. If approved by CITY, a combination of various curing methods may be used providing the intermediate time of exposure to drying is less than one (1) hour. For example, concrete work may be initially cured for one (1) day with a wet covering followed by four (4) days curing with a sheet material or membrane curing compound.

3.6 Concrete Protection

A. General:

1. The provisions of this Section shall apply to all concrete work, which is done when the air temperature is below forty degrees Fahrenheit (40° F) or forecast to drop below that temperature within twenty-four (24) hours of the time concrete is to be placed.

2. Concrete Production: Adequate equipment for heating the concrete materials shall be provided. No ingredient that is frozen or contains ice shall be placed in the mixer.

a. When air temperature is below 40° F, or forecast to fall below 40° F in the next 24 hours, concrete ingredients shall be heated.

b. Temperature of concrete at time of delivery shall be not less than 60° F nor greater than 80° F, and 70° F is preferred.

c. Heating shall be accomplished by heating either the aggregates or the mixing water or both. When the water temperature is above 165° F, the aggregate shall be premixed with the water for one (1) minute before cement and admixtures are added. Cement shall not be mixed with water or aggregates having temperature above 165° F.

d. The addition of calcium chloride WILL NOT be permitted.

3. Placing and Finishing: Concrete shall not be placed on or come in contact with frozen subgrade or forms and equipment containing ice or snow.

a. Concrete, when placed, shall have a slump not to exceed four (4) inches for flat work or five (5) inches for walls and columns.

b. During placing and finishing, concrete shall be maintained at a temperature of 50° F or above but not more than 80° F.

c. Heating of enclosures for flat slab finishing shall be done by vented heating methods, and open-flame heating methods will not be permitted.

d. Troweling shall be delayed in order to avoid bringing an excess of fines to the surface.

e. During placing and finishing, the slabs shall be protected from wind to prevent loss of heat and rapid drying.

4. Protection: When freezing temperatures are forecast, suitable and adequate facilities shall be provided prior to beginning concrete placement for maintaining the ambient air temperature at the surface of the concrete or forms for the times and temperatures specified herein.

a. Type I (normal) cement concrete - not less than 50°F for five (5) days or 70°F for three (3) days.

b. Type II (low heat of hydration/moderate sulfate resistant) cement concrete - not less than 50°F for fourteen (14) days.

c. Type III (high early strength) cement concrete - not less than 50°F for three (3) days or 70°F for two (2) days.

d. Protective measures shall be maintained for at least four (4) days beyond the period specified above.

e. Sudden cooling (in excess of 20°F in any 24-hour period) of ambient air temperature at the surface of the concrete or forms shall not be permitted. During this period concrete shall not be allowed to drop to a temperature below 40°F.

f. Newly finished flat work shall be covered and protected during cold weather for at least 14 days against exposure to rain, sleet, and ice.

g. All methods for protecting concrete shall be subject to approval of the Director.

h. Insulated forms may be used when approved by the CITY. Care shall be taken to keep the internal concrete temperature below 130°F and avoid sudden cooling at end of protection period.

i. During the entire protection period adequate means shall be provided to prevent loss of moisture from the concrete surface.

B. Hot Weather Protection:

1. General: The provisions of this Section shall apply to all concrete work that is done when the air temperature is above 80°F or forecast to rise above that temperature within 24 hours of the time concrete is to be placed.

2. Concrete Production: Stockpiled aggregates shall be saturated and the surface kept moist by intermittent sprinkling or continuous fog spray.

a. Mixing water shall be kept cool by adequate protection of storage tanks and piping. Supply lines shall be shaded, insulated, or buried.

b. When necessary to produce and maintain concrete at an acceptable temperature, chopped or crushed ice shall be added directly to the mixer to the limit of 50% by weight of the total water required. Ice shall be added at a rate and in a manner that it will be completely melted during the mixing period. Chilled mixed water will also be acceptable.

c. The cement factor required by the design mix shall be increased as necessary to maintain the specified water-cement ratio whenever additional water is added to compensate for loss of slump during transportation, handling, and placing.

3. Placing and Finishing: Temperature of concrete when placed shall not exceed 85°F.

a. Forms, reinforcing, and subgrade surfaces shall be wet down immediately before concrete is placed. Wetting down of areas around the work to cool the air and increase humidity is recommended.

b. Placing and finishing shall be done as quickly as possible. Adequate manpower and equipment shall be available to handle and place the concrete immediately after its mixing and delivery to the site.

c. Concrete shall be placed in layers in such manner as to insure bond and union with adjacent layers, thus avoiding cold joints.

4. Protection: In extremely hot weather or in very dry and/or windy weather, sunshades, wind breakers, fog nozzles, or a combination of such items will be required during flat slab finishing operations.

a. If in the opinion of CITY proper protection is not being provided, CITY may order concrete operations to be suspended until adequate protective measures are provided.

b. Concrete shall be kept cool and moist during the specified curing period.

c. Top surface of slabs shall be cured as specified in Paragraph 6-" Curing and Protection." Initial curing media shall be applied within 20 minutes after the final finishing has been completed in each area.

d. When air temperature exceeds 90°F and as soon as practicable without damage to the surface finish, all exposed concrete shall be kept continuously moist by means of fog sprays, wet burlap. cotton mats, and other effective means. This water cooling shall be in addition to the initial sealing by the membrane curing compound.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

PART 1 GENERAL

1.1 Section Description

A. This section provides for the materials and installation for cast-in-place concrete formwork for water main construction work.

1.2 Section Includes

A. Forms

B. Form work accessories

1.3 Related Sections

A. Section 01300 – Submittals

B. Section 01600 – Material and Equipment

C. Section 03001 - Concrete

D. Section 03200 - Concrete Reinforcement

1.4 References

A. ACI 347 - Recommended Practice For Concrete Formwork.

1.5 Submittals

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

B. Shop Drawings: Indicate pertinent dimensions, materials, bracing, and arrangement of joints and ties.

1.6 Quality Assurance

A. Perform Work in accordance with ACI 347.

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. Store off ground in ventilated and protected manner to prevent deterioration from moisture.

PART 2 PRODUCTS

2.1 FORMS

A. Suitable and substantial forms shall be provided for all structural concrete and, where required, for plain concrete. All forms shall be constructed and maintained plumb and true to line, securely braced, tied, clamped and shored, and tight enough to prevent leakage of mortar.

B. The deflection of the forms due to the weight of plastic concrete, placing equipment, and workmen shall be accurately figured and taken into account in the design of the forms so that finished concrete members will have surfaces, lines, planes, and elevations required within tolerances in accordance with ACI 117.

C. Forms shall be constructed so that they can be removed without damage to the concrete.

D. Forms for walls and thrust restraints shall be designed structurally for the rate of placement of concrete.

2.2 Formwork Accessories

A. Forms shall be securely braced and tied with approved form ties that do not leave any parts within 3/4 inch of the surface of the concrete. Wire ties and wood spreaders will not be permitted.

PART 3 EXECUTION

3.1 Preparation

A. Verify lines, levels and centers before proceeding with formwork.

B. A coat of non-staining oil, lacquer, or other approved material shall be applied to protect form surface and to facilitate stripping. Coating shall be applied in strict accordance with the current directions of the manufacturer.

C. Screens shall be constructed and located so as to produce continuous plane surfaces and shall be sturdy and designed so as to leave no undesirable parts permanently embedded in the concrete.

D. Screens shall be set sufficiently in advance of placement of concrete to avoid interruption in the placing of concrete.

E. All exterior surfaces of the forms shall be thoroughly cleaned with water or compressed air immediately prior to placing of concrete.

F. All surfaces of forms that are to be reused shall be thoroughly cleaned and repaired prior to reuse.

3.2 Erection - Formwork

A. Openings and chases of proper size shall be provided in the forms for piping, ductwork, etc., at the locations indicated or as otherwise approved.

B. All approved embedded items shall be accurately located and securely fastened in place prior to placing of concrete.

C. Control, contraction, expansion, and construction joints shall be provided at the locations indicated or specified.

3.3 Form Removal

A. Forms shall be removed in such manner as to assure the complete safety of the structure. In no case shall supporting forms or shoring be removed until the concrete members have acquired sufficient strength to support their weight safely.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 Section Description

A. This section provides for the materials and installation for cast-in-place concrete reinforcement for water main construction work.

1.2 Section Includes

A. Reinforcing steel bars, wire fabric and accessories for cast-in-place concrete.

1.3 Related Sections

A. Section 01300 – Submittals

B. Section 01600 – Material and Equipment

C. Section 03001 – Concrete

D. Section 03100 – Concrete Formwork

1.4 References

A. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

B. ASTM A616/A616M - Standard Specification for Rail Steel Deformed and Plain Bars for Concrete Reinforcement.

C. CRSI 63 - Recommended Practice For Placing Reinforcing Bars.

D. CRSI 65 - Recommended Practice For Placing Bar Supports, Specifications and Nomenclature.

1.5 Submittals for Review

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

B. Shop Drawings: Indicate reinforcement bar sizes, spacing, locations, and quantities of reinforcing steel and wire fabric; bending and cutting schedules; splicing and supporting and spacing devices.

1.6 Quality Assurance

A. Perform work in accordance with CRSI 63, CRSI 65, and CRSI Manual of Standard Practice.

PART 2 PRODUCTS

2.1 Reinforcement

A. Reinforcing steel bars shall conform to the requirements of the following Standards and Grades:

ASTM STANDARD	Grade
A 615 - Billet Steel	40 or 60
A 616 - Rail Steel	50 or 60
A 617 - Axle Steel	40 or 60

B. Welded steel wire fabric shall conform to the requirement of ASTM A185.

PART 3 EXECUTION

3.1 Preparation

B. Before being installed in the final position, all metal reinforcements shall be free of mud, clay, ice, grease, oil, loose rust and scale, and other coatings that would reduce or destroy the bond.

3.2 Placement

A. Metal reinforcements shall be accurately formed and positioned to the required dimensions.

B. Steel reinforcements shall be accurately positioned as required and shall be secured against displacement by using annealed wire ties or suitable clips at all intersections.

C. The steel reinforcements shall be supported by metal supports, spacers, or hangers.

D. The legs on the metal chair supports shall be plastic coated.

E. The minimum center to center distance between parallel bars shall be not less than two and five-tenths (2.5) times the diameter of the bars so installed; but in no case shall the clear spacing between bars be less than one and five-tenths (1.5) times the maximum size of the course aggregate.

3.3 Protection

A. Metal reinforcements (bars or mesh) shall be protected with concrete as stipulated in the following table. The concrete cover shall be measured from the edge of the bar or mesh to the face of the concrete.

Condition of Service	Minimum Inches of Cover
Placed against undisturbed earth	3 inches
Formed face exposed to earth or liquid	2 inches
Other formed surfaces	3/4 inches

END OF SECTION

SECTION 03608 – CONCRETE VAULTS

PART 1 - GENERAL

1.01 SUMMARY

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

B. This section includes Concrete Vaults, Lids and Frames, and Vault Configuration.

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 02200 – Earthwork.

E. Section 02250 – Trenching, Pipe Embedment and Backfill.

F. Section 03000 – Miscellaneous Concrete.

G. Section 05012 – Water Castings.

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 C109	Standard Test Method for Compressive Strength of Hydraulic Cement Mortars.
ASTM C150	Standard Specification for Portland Cement.
ASTM C191	Standard Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle.
ASTM C207	Standard Specification for Hydrated Lime for Masonry Purposes.
ASTM C478	Precast Reinforced Concrete Manhole Sections.
ASTM C827	Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures.
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
ASTM C1170	Standard Test Method for Determining Consistency and Density of Roller-Compacted Concrete Using a Vibrating Table.

C. International Masonry Industry All-Weather Council (IMIAC): Recommended Practices and Guide Specification for Cold Weather Masonry Construction.

1.05 DEFINITIONS

A. Paved Areas: Areas for which the final surfacing will be street pavement, shoulders, driveways, parking lots, curbs, gutters, sidewalks, gravel roads, or other surface construction or structures.
B. Unpaved Areas: Areas for which the final surfacing will be in a greenspace.

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. Submit for approval general arrangement drawings showing vault size, height and location of access cover, steps, and all pipe penetrations.
    2. Submit for approval joint construction details.
    3. Submit for approval details on reinforcement if requested.
    4. Submit for approval detail on vault frame lid.
    5. Submit design calculations certifying load requirements specified herein.
C. Product Data:
    1. Submit for review and approval manufacturer's catalogue/product data and installation instructions for the following:
        (a) Adjustment rings.
        (b) Joint sealant.
D. Other Submittals:
    1. Precast concrete mix design.
    2. Compressive testing of cylinders (as specified).
    3. Compressive testing of cores (as specified).

1.08 QUALITY ASSURANCE

A. The Contractor is responsible for the quality assurance and quality control of the Work.
B. The manufacturer shall be a company specializing in manufacturing Products specified in this Section with a minimum of three years documented experience.
C. Cold Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Follow the provisions for the delivery, storage and handling of products to and at site provided in Section 01000 – General Project Requirements.
B. Cement, Aggregate, and Reinforcement shall be in accordance with Section 03000 – Miscellaneous Concrete.
C. Handle materials and other accessories in such manner as to ensure delivery to the trench in sound undamaged condition.
D. Non-shrink grout: Deliver Materials to project in Manufacturer's original, unopened packaging, with labels clearly identifying product name, Manufacturer, and expiration date. Store grout in a cool, dry place, out of the sun.
E. Precast concrete sections shall not be delivered to the job until the concrete control cylinders have attained a strength of at least 80 percent of the specified minimum.

F. Precast concrete sections shall be handled carefully and shall not be bumped or dropped. Hooks shall not be permitted to come in contact with joint sections.
G. Precast concrete sections shall be inspected when delivered. All cracked, or otherwise visibly defective units will be rejected. City reserves the right to inspect the production of the units at the manufacturing plant.

1.10 VAULT CONFIGURATION

A. Precast Concrete Vaults for potable water distribution systems shall conform to detail 03608-1 and shall meet the following requirements:
   1. Shaft Construction: Concentric with lipped male/female joints; sleeve to receive pipe.
   2. Shape: Cylindrical.
   3. Clear Inside Dimensions: 60-inch diameter, minimum
B. Clear Lid Opening: 30 inches diameter, minimum.
C. Pipe Entry: Provide openings as required.

1.11 VAULT LOADING REQUIREMENTS

A. Precast concrete vaults shall be designed to withstand the wheel loading requirements of AASHTO HS25. The contractor may request a variance for HS20 loading if the vault is located in greenspace.

PART 2 - PRODUCTS

2.01 PRECAST CONCRETE

A. Materials and Fabrication:
   1. Precast concrete shall conform to ASTM C478.
   2. Air entraining agents shall be added to the concrete to provide 4 to 6 percent entrained air.
   3. Submit for review and approval the precast concrete manufacture's mix design(s) for precast structures.
B. Quality Control:
   1. If indicated in Section 01015 – Specific Project Requirements, provide compressive testing results prepared by the precast concrete manufacturer.
      (a) Compressive Testing of Cylinders: Conduct in accordance with ASTM C478.
      (b) Compression Testing of Cores: Conduct in accordance with ASTM C478. Mortar.
C. 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.

2.02 NON-SHRINK GROUT

A. Non-shrink grout shall conform to ASTM C1107, Grades B and C.
B. Non-shrink grout shall be in the plastic state and show no expansion after set as tested in accordance with ASTM C827 and shall develop compressive strength not less than three thousand (3,000) psi with a trowelable mix within twenty-four (24) hours per ASTM C109. The placement time shall be not less than forty-five (45) minutes based on initial set per ASTM C191.

2.03 FRAMES AND COVERS FOR CONCRETE VAULTS

A. Shall conform to Section 05012 – Water Castings.

2.04 GRANULAR BEDDING MATERIAL

A. Granular bedding material shall be as specified in Section 02250 – Trenching, Pipe Embedment and Backfill.

2.05 JOINT SEALANT

A. Joints shall be sealed using preformed flexible joint sealants conforming to ASTM C990. The minimum bead dimension shall be an inch.
B. Install in accordance with manufacturer's recommendations.

2.06 STEPS

A. Steps shall not be installed.

PART 3 - EXECUTION

3.01 EXCAVATION, BACKFILL AND COMPACTION

A. Excavation, backfill and compaction for concrete vaults shall be in accordance with Section 02200 –Earthwork.
B. Excavation, backfill and compaction operations shall be achieved in a suitable and orderly manner providing a minimum disturbance to the general public.
C. Depth of excavation shall be to that required for proper installation of the concrete vault. Over-depth excavation may be required if the subgrade is unsuitable or unstable. Over-depth excavation due to unsuitable or unstable subgrades shall be backfilled as required by the City. Over-depth excavation occurring through an oversight by the Contractor shall be backfilled as required by the City's Representative at no additional cost to the City.
D. Side clearance outside the manhole and/or structures shall be no greater than necessary to allow for forming, installation of piping, proper application of special coatings, and access for inspection.

3.02 CONCRETE VAULT BASE

A. The bottom precast wall section shall not be used for supporting or leveling the other wall sections prior to installing the base.
B. The subgrade materials shall be excavated to undisturbed earth and a uniform elevation to allow for a minimum of 6 inches and a maximum of 18 inches of granular bedding material. The surface of the granular material shall be carefully graded, and the base section accurately set so that pipes will be on proper line and grade. The elevation of the granular material shall be adjusted as required until proper grade and alignment of the concrete vault base has been attained.
C. No wedging or blocking under the precast reinforced concrete footers is permitted.

3.03 RISER SECTIONS

A. Circular precast sections shall be provided with a double bead of preformed flexible joint sealant as specified in paragraph JOINT SEALANT between precast sections.
B. All protruding flexible joint sealant shall be removed from inside of manhole and the joint shall be wiped with non-shrink grout.

C. Internal or external manhole joint seals shall be installed per manufacturer's recommendation.
D. Lifting notches in manhole walls shall be filled with non-shrink grout.

3.04 PIPE CONNECTIONS

A. Grouted Connections:
   1. The space between connecting piping and the wall of the precast sections shall be completely filled with non-shrink grout.
   2. The maximum allowable pipe opening on a horizontal axis shall be the outside diameter of the pipe plus twelve (12) inches.
   3. The maximum allowable pipe opening on a vertical axis shall be the outside diameter plus 8 inches.
   4. The minimum clearance between the outside surface of the installed pipe and the concrete of the manhole shall be two (2) inches.
   5. The minimum distance between any two adjacent pipes shall be four (4) inches.
   6. For field alternations approved by the City or City's Representative, walls shall be scored with a masonry saw to a depth sufficient to sever the reinforcing steel. A chipping hammer may then be used to remove the concrete.

3.05 CONCRETE VAULT TOP

A. The finished top elevation of casting shall conform to the following unless otherwise shown on the Drawings or directed by the City:
   1. In paved areas, the top of the casting shall conform to the slope of the pavement and be 1/8 inch below the finished pavement elevation.
   2. In non-pavement areas, the top of the casting shall be not more than one (1) inch above the surrounding ground.
   3. In remote unpaved areas such as open fields or wooded areas, the top of the casting shall be no less than six (6) inches and no more than eighteen (18) inches above the surrounding soil surface. Place soil around the casting with a maximum slope of 2 feet vertical to 1 foot horizontal to protect the external manhole seal.

3.06 PREPARATION

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

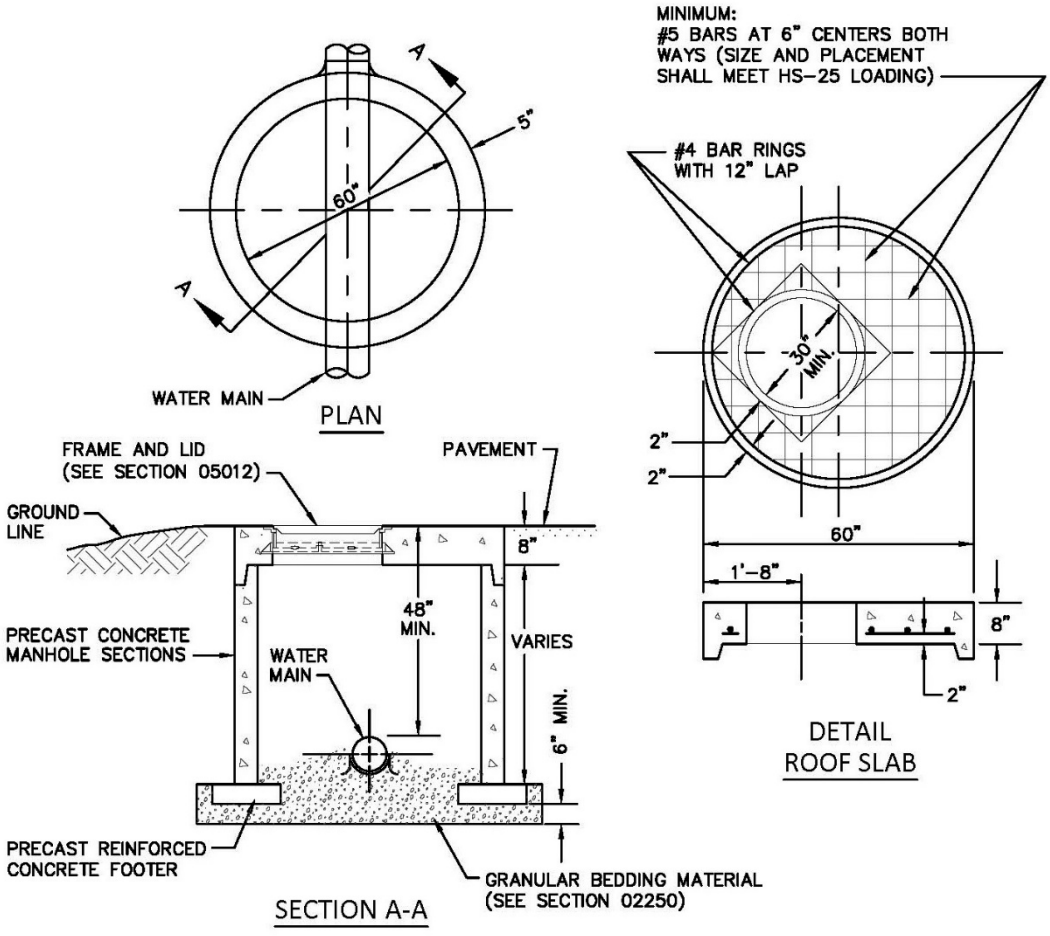
3.07 PLACING VAULT SECTIONS

A. Place precast reinforced concrete footers.
B. Place vault sections plumb, level and at correct elevations.
C. Set roof slab, adjust frame and cover level to final elevation.

3.08 CORROSION PROTECTION

A. When specified, provide corrosion protection for the concrete and concrete reinforcement.
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 manufacturer.

DETAIL 03608-1 ON NEXT PAGE



NOTES:

1. VAULT SHALL BE STANDARD 60" I.D. PRECAST CONCRETE MANHOLE USING A MINIMUM RISER OF 48 INCHES. ADDITIONAL RISERS MAY BE USED, IF NEEDED, TO ADJUST THE DEPTH OF THE VAULT.
2. FRAME AND LID: SEE SECTION 05012.

PRECAST CONCRETE VAULT		
WATER SERVICES CITY OF KANSAS CITY, MISSOURI	DRAWING NO. 03608-1	
DEVELOPED BY: TECHNICAL ADVISORY COMMITTEE	APPROVED BY: DATE: 1/19/2021	1 OF 1

END OF SECTION