



City of Kansas City, Missouri
Aviation Department
Pat Klein, Director

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

Project Manual

PROJECT NO. 62220553

Landside Structural Rehab
Kansas City International Airport

BIDDER/ADDRESS

Company	<u>Comanche Construction, Inc.</u>
Contact	<u>Barclay Hornung</u>
Address	<u>1900 East 123rd Street</u> <u>Olathe, Kansas 66061</u>
Phone	<u>816-830-7509</u>
Fax	<u>913-782-6165</u>
Email	<u>bhornung@comanche-kc.com</u>

Project Manager: Mallie Koehler
Telephone: (816) 243-3037
Email: mallie.koehler@kcmo.org



File #: 220227

ORDINANCE NO. 220227

Authorizing a \$1,919,514.00 contract with Comanche Construction, Inc. for the KCI Landside Structural Rehab at KCI Airport; and authorizing a maximum expenditure of \$2,303,416.80.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute a contract with Comanche Construction, Inc., for construction services for Project No. 62220553 – KCI Landside Structural Rehab in the amount of \$1,919,514.00. A copy of the contract is on file in the Aviation Department.

Section 2. That the Director of Aviation is hereby authorized to expend an amount not to exceed \$2,303,416.80 from funds previously appropriated to Account No. 22-8300-627270-B-62220553 to satisfy the cost of this contract.

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.

Tammy L. Queen
for Tammy L. Queen
Director of Finance

Approved as to form and legality:

Charlotte Ferns
for Charlotte Ferns
Assistant City Attorney



Authenticated as Passed

Quinton Lucas
Quinton Lucas, Mayor

Marilyn Sanders
Marilyn Sanders, City Clerk

MAR 31 2022

Date Passed



CERTIFICATION PAGE

Project Number 62220553

Project Title Landside Structural Rehab

I am responsible for the following specifications and drawings:

Drawings:

1	15	29
2	16	30
3	17	31
4	18	32
5	19	33
6	20	34
7	21	35
8	22	36
9	23	37
10	24	38
11	25	
12	26	
13	27	
14	28	

Specifications: Job Special Provisions

- A. Construction Requirements
- B. Superstructure Repair (Formed)
- C. Barrier Repair (Formed)
- D. Superstructure Repair (Unformed)
- E. Embedded Galvanic Anodes
- F. Epoxy Pressure Injecting
- G. Clean, Lubricate and Coat Existing Bearings
- H. Fiber Reinforced Polymer Wrap
- I. Weep Drain Clean and Repair
- J. Concrete Flume
- K. Concrete Slope Protection Repair
- L. Concrete Protective Coating (Epoxy)
- M. Portable Traffic Signal System
- O. KCMO Public Works Coordination



**THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY**

8/12/2021 (SEAL)

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



TABLE OF CONTENTS

Project Number: 62220553

Project Title: Landside Structural Rehab

INTRODUCTORY INFORMATION

00005	Certification Page
00010	Table of Contents
00015	List of Drawings

BIDDING REQUIREMENTS

00130	Invitation to Bid
00210	Instructions to Bidders
00410	Bid Form
00410.01	Experience Reference Form
00412	Unit Prices
00430	Bid Bond
00440	CREO KC 5: Construction Contract CREO KC Instructions
00450	CREO KC 8: Contractor Utilization Plan/Request for Waiver
00450.01	Letter of Intent to Subcontract
00460	CREO KC 10: Timetable for MBE/WBE Utilization
00470	CREO KC 11: Request for Modification or Substitution
00485	CREO KC Monthly Reporting Instructions
00485.03	CREO KC Employee Identification Report Form Affidavit of Training Program
00490	Pre-Contract Bidder's Certification Form

CONTRACTING REQUIREMENTS

00515	Construction Contract Required Submissions
00515.01	Employee Eligibility Verification Affidavit
00560	Missouri Project Exemption Certificate
00560.01	Kansas City Missouri Tax Exempt Certificate
00610	Performance and Maintenance Bond Form
00615	Payment Bond Form
00620	Insurance Certificate Forms
00630	Revenue Clearance Release Authorization
00700	General Conditions
00800	Supplementary Conditions
00800.01	FAA Supplementary Provisions
00830	Wage Rate Requirements – Platte County
00910	Construction Addenda
00930	Request for Interpretation Form
00930.01	Request for Interpretation Log
00931	Supplemental Design Instructions
00932	Request for Proposal
00933	Request for Proposal Log
00940	Change Order Form
00945	Work Change Directive

DIVISION 1 - GENERAL REQUIREMENTS

011000	Summary of Work
012200	Unit Prices
012600	Contract Modification Procedures
012900	Payment Procedures
012900.01	Application for Payment
012900.02	Schedule of Values
012900.09	Subcontractors and Major Material Suppliers List
012900.11	Daily Labor Force Report
012900.12	Certificate of Substantial Completion
012900.13	Punch List
012900.14	Contractor Affidavit for Final Payment
012900.15	Subcontractor Affidavit for Final Payment
013100	Project Management and Coordination
013200	Construction Progress Documentation
013200.01	Daily Field Observation Report
013200.02	Periodic Field Observation Report
013300	Submittal Procedures
013300.01	Letter of Transmittal
014000	Quality Requirements
015000	Temporary Facilities and Controls
016000	Product Requirements
016300	Substitution Request
017300	Execution Requirements
017329	Cutting and Patching
017419	Construction Waste Management and Disposal
017700	Closeout Procedures
017839	Project Record Documents

TECHNICAL SPECIFICATIONS

- Job Special Provisions
- A. Construction Requirements
 - B. Superstructure Repair (Formed)
 - C. Barrier Repair (Formed)
 - D. Superstructure Repair (Unformed)
 - E. Embedded Galvanic Anodes
 - F. Epoxy Pressure Injecting
 - G. Clean, Lubricate and Coat Existing Bearings
 - H. Fiber Reinforced Polymer Wrap
 - I. Weep Drain Clean and Repair
 - J. Concrete Flume
 - K. Concrete Slope Protection Repair
 - L. Concrete Protective Coating (Epoxy)
 - M. Portable Traffic Signal System
 - O. KCMO Public Works Coordination



LIST OF DRAWINGS

Project Number: 62220553

Project Title: Landside Structural Rehab

Item	Set / Title / Description / Designation	Drawing Number(s)	Dated
1	Cover / Index of Sheets		8/6/2021
2	Typical Section, General Notes and Estimated Quantities Paris Street over Cookingham Drive	1	8/6/2021
3	Deck Repair Details Paris Street over Cookingham Drive	2	8/6/2021
4	Staging Details Paris Street over Cookingham Drive	3	8/6/2021
5	Miscellaneous Repair Details Paris Street over Cookingham Drive	4	8/6/2021
6	Miscellaneous Repair Details Paris Street over Cookingham Drive	5	8/6/2021
7	Strip Seal Expansion Joint System at Abutments Paris Street over Cookingham Drive	6	8/6/2021
8	Barrier Curb Details Paris Street over Cookingham Drive	7	8/6/2021
9	Traffic Control Signs and General Notes Paris Street over Cookingham Drive	8	8/6/2021
10	Traffic Control Stage 1 Paris Street over Cookingham Drive	9	8/6/2021
11	Traffic Control Stage 2 Paris Street over Cookingham Drive	10	8/6/2021
12	Traffic Control Stage 3 Paris Street over Cookingham Drive	11	8/6/2021
13	Pavement Parking Paris Street over Cookingham Drive	12	8/6/2021
14	Typical Section, General Notes and Estimated Quantities Bern Street over Cookingham Drive	13	8/6/2021
15	Deck Repair Details Bern Street over Cookingham Drive	14	8/6/2021
16	Staging Details Bern Street over Cookingham Drive	15	8/6/2021
17	Miscellaneous Repair Details Bern Street over Cookingham Drive	16	8/6/2021
18	Miscellaneous Repair Details Bern Street over Cookingham Drive	17	8/6/2021
19	Strip Seal Expansion Joint System at Abutments Bern Street over Cookingham Drive	18	8/6/2021
20	Barrier Curb Details Bern Street over Cookingham Drive	19	8/6/2021
21	Traffic Control Signs and General Notes Bern Street over Cookingham Drive	20	8/6/2021
22	Traffic Control Stage 1 Bern Street over Cookingham Drive	21	8/6/2021
23	Traffic Control Stage 1 Southbound Ramp Closure Bern Street over Cookingham Drive	22	8/6/2021

Item	Set / Title / Description / Designation	Drawing Number(s)	Dated
24	Traffic Control Stage 2 Bern Street over Cookingham Drive	23	8/6/2021
25	Traffic Control Stage 2 Northbound Ramp Closure Bern Street over Cookingham Drive	24	8/6/2021
26	Terminal B & C Recirculation Detour Bern Street over Cookingham Drive	25	8/6/2021
27	Pavement Parking Bern Street over Cookingham Drive	26	8/6/2021
28	Typical Section, General Notes and Estimated Quantities Terminal B Inbound over Bonn Circle	27	8/6/2021
29	Miscellaneous Repair Details Terminal B Inbound over Bonn Circle	28	8/6/2021
30	Typical Section, General Notes and Estimated Quantities Terminal B Outbound over Bonn Circle	29	8/6/2021
31	Miscellaneous Repair Details Terminal B Outbound over Bonn Circle	30	8/6/2021
32	Typical Section, General Notes and Estimated Quantities Terminal C Inbound over Bonn Circle	31	8/6/2021
33	Miscellaneous Repair Details Terminal C Inbound over Bonn Circle	32	8/6/2021
34	Typical Section, General Notes and Estimated Quantities Terminal C Outbound over Bonn Circle	33	8/6/2021
35	Miscellaneous Repair Details Terminal C Outbound over Bonn Circle	34	8/6/2021
36	Wall Details, General Notes and Estimated Quantities Retaining Walls Near Terminal B	35	8/6/2021
37	Wall Elevations Retaining Walls Near Terminal B	36	8/6/2021
38	Wall Details, General Notes and Estimated Quantities Retaining Walls Near Terminal C	37	8/6/2021
39	Wall Elevations Retaining Walls Near Terminal C	38	8/6/2021



INVITATION TO BID

Project Number: 62220553

Project Title: Landside Structural Rehab

The General Services Department of Kansas City, Missouri will receive sealed Bids until **2:00 PM, on January 25, 2022 at City Hall, 414 East 12th Street, First Floor, Room 102W, Kansas City, Missouri 64106** for Project No. 62220553 – Landside Structural Rehab. Bids will be opened after that time at the same location.

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

Bidding Documents will be available online to all interested parties at the Kansas City Missouri Plan Room, <http://www.kcmoplanroom.net>. 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 **Pre-Bid Conference at 1:00 PM January 11th, 2022 in the 2nd Floor Training Room located at Kansas City International (KCI) Airport, 601 Brasilia Avenue, Kansas City, Missouri 64153.**



For persons with disabilities needing reasonable accommodations please contact the City's ADA Specialist at 816-513-6589. If you need to use the Relay Service, please dial 711.

Title VI LEP *For persons with Limited English Proficiency (LEP), please contact the Airport Communications Center (ACC) at 816-243-4000. Interpreters are available.*

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Project Manager: Mallie Koehler
Phone Number: (816) 243-3037
Fax Number: (816) 243-3071
E-mail: Mallie.Koehler@kcmo.org

Contract Administrator: Delois Moore
Phone Number: 816-513-0807
Fax Number: 816-513-2812
E-mail: delois.moore@kcmo.org

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



INSTRUCTIONS TO BIDDERS

Project Number 62220553

Project Title Landside Structural Rehab

1. Sealed Bids for Project No. 62220553 – Landside Structural Rehab will be received by the **General Services Department at City Hall, 414 East 12th Street, First Floor, Room 102W, Kansas City, Missouri 64106, until 2:00 P.M., January 25, 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 ninety (90) days after the Bid is opened. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.
 - b. All Bids shall be addressed to the 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 CREO KC 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. 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 (7%) MBE participation and (7%) WBE participation. The City's CREO KC Forms and CREO KC 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 CREO KC at (816) 513-1836 for assistance.

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

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

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

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

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

22. 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.

23. Pre-Bid Conference The General Services and Aviation Departments will hold a **pre-Bid conference on January 11, 2022 at 1:00PM 2nd Floor Training Room, located at 601 Brasilia Ave., Kansas City, Missouri 64153.** Attendance at the pre-Bid conference is encouraged for all Bidders on this Project.

24. 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.

25. 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.

26. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than seven (7) 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.

Mallie Koehler, Project Manager

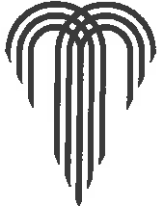
Aviation Department
601 Brasilia Avenue
Kansas City, Missouri 64153
(816) 243-3042
(816) 243-3071
E-mail: mallie.koehler@kcmo.org

Delois Moore, Contract Administration
General Services Procurement
1st Floor, Room 102W, 414 East 12th St.
Kansas City, MO 64106
(816) 513-0807
(816) 513-2812
E-mail: delois.moore@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.

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

BID FORM/CONTRACT

Project Number 62220553

Project Title Landside Structural Rehab

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

\$ 1,919,514.00

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. RESERVED

9. Form (s) 00412 Unit Prices contain prices included in the Base Bid, and are incorporated into this Bid. Form(s) must be completed and returned with this Bid.

10. RESERVED

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

Addendum Number	Dated	Addendum Number	Dated
(<u>1</u>)	(<u>1/19/2022</u>)	()	()
(<u>2</u>)	(<u>1/31/2022</u>)	()	()

12. 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-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.

13. 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.

14. 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.

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

16. 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

Bidder: COMMUNITE CONSTRUCTION, INC.

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: 7% MBE 7% WBE

BIDDER PARTICIPATION: 5.95% MBE 5.12% WBE

17. 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 Realm Construction, Inc.
Address P.O. Box 1236 Blue Springs Mo 64013
Telephone No. 816-229-6620
I.R.S. No. 43-1607381
Area/Scope of work Bearings/Concrete
Subcontract amount Bearings/Concrete \$21,438.40
- B. Name of M/WBE Firm Streetwise, Inc.
Address 13501 Arrington Road Grandview MO 64030
Telephone No. 816-331-2355
I.R.S. No. 77-0676750
Area/Scope of work Traffic Control / Traffic Markings
Subcontract amount \$76,816.00
- C. Name of M/WBE Firm Tznach Construction, Inc.
Address 912 Scott Avenue Kansas City Kansas 66105
Telephone No. 913-671-7706
I.R.S. No. 14-1980826
Area/Scope of work Protective Coatings
Subcontract amount \$114,202.00
- 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 _____

Bidder: COMANCHE CONSTRUCTION, INC.

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)

18. 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.**

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

Business Entity Type:

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

BIDDER

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

Comanche Const., Inc.

Phone No: 913-782-2980

Cell No: 816-830-7509

Facsimile No: 913-782-6155

Bidder's E-Mail: _____

bhorns@comanche-ks.com

Federal ID. No. 36-3045553

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

By: *[Signature]*
(Signature)

Barclay Horning
(Print Name)

Title: President

Date: 02/01/22

(Attach corporate seal if applicable)

NOTARY

Subscribed and sworn to before me this 1 day of FEBRUARY, 2022

My Commission Expires: Notary Public - State of Kansas
My Appt. Expires 5/18/25



[Signature]

Bidder: **Comanche Construction, Inc.**

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 **One Million Nine Hundred Nineteen Thousand Five Hundred Fourteen and 00/100 Dollars, (\$ 1,919,514.00)**. The Contract Price includes:

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

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

DocuSigned by:
Patrick Klein 4/15/2022
47CA99858B744A0...

City of Kansas City, Missouri (OWNER or City)

Approved as to form: DocuSigned by:
Charlotte Ferns
19200C227622419...

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.

DocuSigned by:
Anne Kaps 4/21/2022
996237EFA75F404...

Director of Finance Date



EXPERIENCE AND REFERENCE SUMMARY

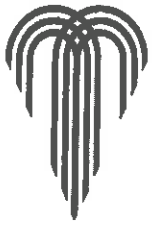
Project Number: 62220553

Project Title: Landside Structural Rehab

KANSAS CITY
MISSOURI

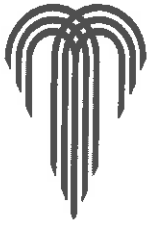
Firm's Legal Name	Comanche Construction, Inc.		
Mailing Address	1900 E 123 rd St Olathe, KS 66061		
Contact – Name & Email	Barclay Homung – bhomung@comanche-ks.com		
Contact – Phone & Fax	P 913-782-2980 – F 913-782-6165		

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.	I-635 over 43 rd St Kansas City, Kansas	Kansas Dept of Transportation Joel Smith – 913-942-3040	5 months Completed November 2020	\$1,700,322.82
2.	Route I3 over Little Sac River Springfield, MO	Missouri Department of Transportation Brad Gripka – 417-895-6720	7 months Completed November 2020	\$1,296,234.05
3.	Various Bridges, Various Routes Kansas City, MO	Missouri Department of Transportation Russell Penner – 816-347-4143	18 months Completed January 2022	\$5,681,626.73
4				
5				
6				
7				
9				
10				

CITY OF FOUNTAINS
HEART OF THE NATIONKANSAS CITY
MISSOURI**UNIT PRICES****PROJECT NO. 62220553****PROJECT TITLE: Landside Structural Rehab**COMANCHE CONSTRUCTION INC
1900 E 123rd St
Olathe, KS 66061**NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.**

Item No.	Unit	Quantity	Item Description:	Unit Price	Extension
1	LS	1	Mobilization	192,000.05	\$ 192,000.05
2	LS	1	Surveying and Staking	1,000.00	\$ 1,000.00
3	SY	2650	Total Surface Hydro Demolition	53.00	\$ 140,450.00
4	SF	23846	Removal of Concrete Wearing Surface	3.30	\$ 78,691.80
5	LF	164	Removal of Existing Expansion Joint and Adjacent Concrete	408.00	\$ 66,912.00
6	LF	20	Remove and Replace Barrier Curb	1,050.00	\$ 21,000.00
7	SY	2650	Latex Modified Concrete Wearing Surface	165.00	\$ 437,250.00
8	LS	1	Miscellaneous Traffic Control	62,200.00	\$ 62,200.00
9	LS	1	Portable Traffic Signal System	14,500.00	\$ 14,500.00
10	LS	1	KCMO Public Works Coordination	1,000.00	\$ 1,000.00
11	LF	1312.5	Temporary Traffic Barrier	32.00	\$ 42,000.00
12	LF	1287.5	Relocating Temporary Traffic Barrier	11.10	\$ 14,291.25
13	LF	736	Pavement Marking 4" Double Solid Yellow Lane Line	3.50	\$ 2,576.00
14	LF	368	Pavement Marking 6" Solid Lane White Line	4.05	\$ 1,490.40
15	EA	4	Pavement Marking Left Arrow	375.00	\$ 1,500.00
16	EA	2	Pavement Marking Through/Left Arrow	570.00	\$ 1,140.00
17	LF	72	Pavement Marking 24" Solid White Stop Line	38.00	\$ 2,736.00
18	LS	1	Concrete Slope Protection Repair	13,000.00	\$ 13,000.00
19	LF	64	Concrete Flume	181.00	\$ 11,584.00
20	SF	157	Substructure Repair (Formed)	198.00	\$ 31,086.00
21	SF	45	Superstructure Repair (Formed)	526.00	\$ 23,670.00
22	SF	458	Barrier Repair (Formed)	152.00	\$ 69,616.00
23	SF	77	Superstructure Repair (Unformed)	268.00	\$ 20,636.00
24	SF	2200	Half-Sole Repair	51.00	\$ 112,200.00
25	SF	300	Full Depth Repair	91.00	\$ 27,300.00
26	LF	743	Epoxy Pressure Injecting	91.50	\$ 67,984.50
27	SF	106	Fiber Reinforced Polymer Wrap	189.00	\$ 20,034.00
28	EA	2026	Embedded Galvanic Anodes	47.00	\$ 95,222.00
29	EA	142	Weep Drain Clean and Repair	148.00	\$ 21,016.00
30	SF	28,690	Concrete Protective Coating (Epoxy)	4.60	\$ 131,974.00
31	EA	5	Cleaning, Lubricating and Coating Bearing	6,350.00	\$ 31,750.00

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

UNIT PRICES

PROJECT NO. 62220553

PROJECT TITLE: Landside Structural Rehab

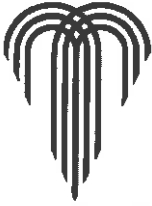
COMANCHE CONSTRUCTION INC
1900 E 123rd St
Olathe, KS 66061

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

Item No.	Unit	Quantity	Item Description:	Unit Price	Extension
32	LF	164	Strip Seal Expansion Joint System	986.00	\$ 161,704.00
TOTAL UNIT PRICES EXTENSION HERE AND ON BID FORM 00410 AS TOTAL [BASE] BID				1,919,514.00	

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


Barclay Hornung
 President
 Comanche Construction Inc.



BID BOND

Project Number: 62220553_____

Project Title: Landside Structural Rehab_____

Bond Number N/A

KNOW ALL MEN BY THESE PRESENTS: That Comanche Construction, Inc. of Olathe, KS, as Principal, and Hartford Fire Insurance Company 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

Five Percent of Amount Bid Dollars (\$5% of Amount Bid), 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 25th day of January, 2022.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

Comanche Construction, Inc.

1900 East 123rd Street

Olathe, KS 66061

(913) 782-6165

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

By: *Barclay Homung*
Title: President

Barclay Homung
President
Comanche Construction Inc.

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:


Hartford Fire Insurance Company

One Hartford Plaza

Hartford, CT 06155-0001

(860) 723-4289

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: Mary T. Flanigan, Attorney-in-Fact

Date: January 25, 2022

(Attach seal and Power of Attorney)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC
 Agency Code: 37-272106

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Christy M. Braile, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, Veronica Lawver, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Evan D. Sizemore, C. Stephens Griggs, Charles R. Teter, III of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 25, 2022

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Evidence of Competency to Perform

- a. Form 00410.01 – Experience Reference Summary – Attached.
- b. During the three (3) years immediately preceding the date of the Bid, Comanche Construction, Inc. has received no written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the us. Comanche Construction, Inc. is current on payment of Federal and State income tax withholdings and unemployment insurance payments.
- c. Comanche Construction, Inc. is a union contractor and participates in the training programs of all utilized crafts that facilitates entry into the construction industry and which may include an on-the-job or in-house training program.
- d. Key Personnel:
 1. Project Manager – Byron Hornung
 2. Field Superintendent – Byron Hornung
 3. QC/QA Manager – Tony Gosse
 4. Safety Officer – Barclay Hornung
- e. Background Information
 - a. Byron Hornung
 1. Years of Employment: 32
 2. City of Residence: Overland Park
 3. Other Concurrent Projects: Various MoDOT, KDOT, and municipal construction projects. Amount of time dedicated to this project: 20%
 4. Qualifications and Certifications:
 - I. Bachelors in Personnel Administration
 - II. Certified Traffic Control Supervisor
 - b. Tony Gosse
 1. Years of Employment: 9
 2. City of Residence: Lee’s Summit
 3. Other Concurrent Projects: Various MoDOT, KDOT, and municipal construction projects. Amount of time dedicated to this project: 10%
 4. Qualifications and Certifications:
 - I. B.S. Civil Engineering
 - II. Licensed Professional Engineer
 - III. MoDOT Certified Concrete Technician
 - IV. MoDOT Certified Aggregate Technician
 - c. Barclay Hornung
 1. Years of Employment: 29
 2. City of Residence: Olathe
 3. Other Concurrent Projects: Various MoDOT, KDOT, and municipal construction projects. Amount of time dedicated to this project: 10%
- f. Latex Modified Concrete Wearing Surface – Install concrete overlay in accordance with MoDOT specification 505 using a mobile mixer to produce the concrete and a bridge finish machine to place the concrete.
Hyrdodemolition – Remove existing wearing surface.
Concrete Bridge Repair – Repair and coatings of deck, superstructure, substructure, barrier, flume, and slope protection.
Steel Bridge Repair – Remove and replace expansion joints and clean and coat bearings.
- g. Latex Modified Concrete Wearing Surface – Comanche has installed multiple latex modified overlays in the state of Missouri. We have approved concrete mix designs

through the Missouri Department of Transportation using mobile mixers that are owned by Comanche. Most of Comanche's field personnel have had experience working with latex modified concrete, which can be more difficult to place and finish compared to ready mix concrete.

Hydrodemolition – Comanche, as a prime contractor, has successfully worked with qualified subcontractors on multiple projects with hydrodemolition for the Missouri Department of Transportation.

Concrete Bridge Repair – Comanche has many years of experience in both Missouri and Kansas repairing concrete on various types of bridges over traffic and water.

Joint System Replacement – Comanche has many years of experience in both Missouri and Kansas working on expansion joints for various owners. We have replaced a wide variety of joint systems and have relationships with all the major joint and gland fabricators and suppliers.

h. Preliminary Project Schedule – Attached.

i. The main issues that would affect the project schedule are as follows:

Joint Fabrication – Comanche will use its relationships with joint fabricators to get the joints in as timely a manner as possible. Bridges with joint replacements will not be started until joints arrive to minimize the impact to traffic.

Deck Repair – Due to the type of bridge, the deck repair is to be completed in stages and zones. This increases the number of pours required to complete the repair. Comanche has substantial experience on zoned bridges and will complete the repairs as quickly as the quantities allow.

j. Safety Plan

a. The main safety issue on this project will be to make sure traffic control is set up properly at each location. The contractor's employees will have to make sure to understand what traffic is doing around the work zone at each location to avoid any incidents.

b. On recent comparable sized project, Comanche has not had any OSHA reportable accidents or environmental compliance issues.

c. Comanche Construction's current EMR is 0.90.

k. Comanche intends to use the traffic control setups as shown in the contract documents, and we do not see any major issues that would need to be addressed. Doing the work in multiple stages will have an impact on completion time for each bridge.

l. The only major issue Comanche sees have to do with the relationship between the project notice to proceed and joint delivery. This is addressed above in Item i.

m. Comanche will be in contact with Kansas City project personnel on the schedule and how it will impact traffic during construction. We will make sure there is plenty of notification to the public prior to any changes to traffic.

n. Comanche has had the pleasure of working for the City of Kansas City on many occasions in the past and would use the experience and relationships we have forged through the years to help make sure the city gets the most value out the project as is possible.

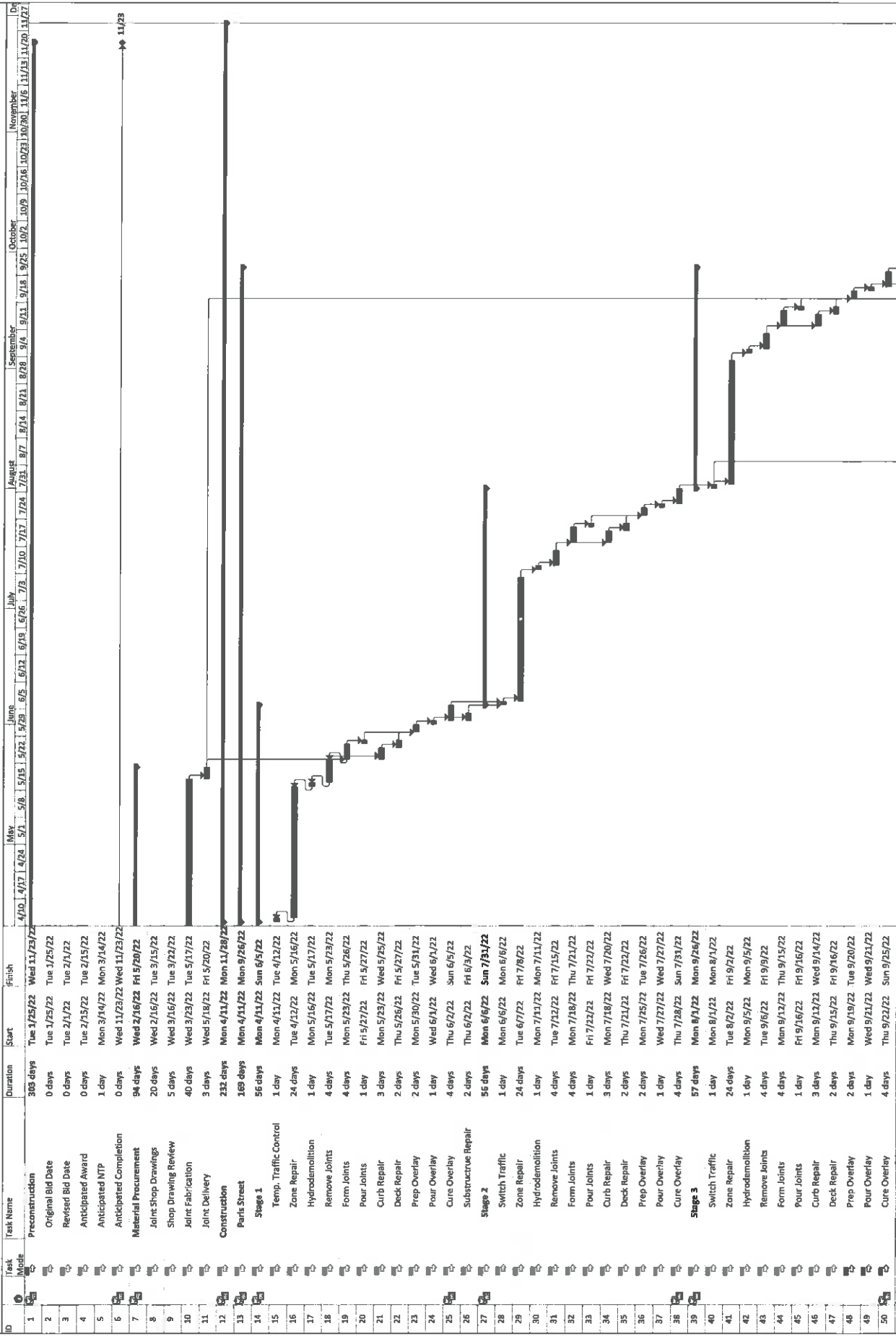
o. Comanche Construction has an accepted QC/QA Plan that meets the requirements of the Missouri Department of Transportation's Quality Management specification, along with a QC Staff to oversee the implementation of the plan. If awarded the project, Comanche will implement the applicable portions of this plan to the project.

The QC/QA Manager is responsible for the overall management, coordination, supervision, and performance of all quality control activities performed by or on behalf of Comanche Construction.

The on-site superintendent and foreman will have a thorough understanding of the contract requirements and will perform inspections during construction to ensure the quality of the work meets or exceeds contract specifications.

- p. Regarding all work performed two (2) years immediately preceding the date of the Bid, Comanche Construction, Inc. has received no written notices of violations of any federal, state, or local DBE/MBE/WBE Program and has not had any damages assessed. Program requirements have been met on all projects.
- q. Comanche Construction, Inc. has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state, or local entities.
- r. Comanche Construction, Inc. is current on payment of Federal and State income tax withholdings and unemployment insurance payments.
- s. Comanche Construction, Inc. has no litigation and/or arbitration history in the past five (5) years.
- t. Comanche Construction, Inc. has not ever had a bond called for failure to perform.
- u. Comanche Construction, Inc. performs many projects for KDOT, MoDOT, KCMO, and other municipalities and always complies fully with MBE/WBE programs.

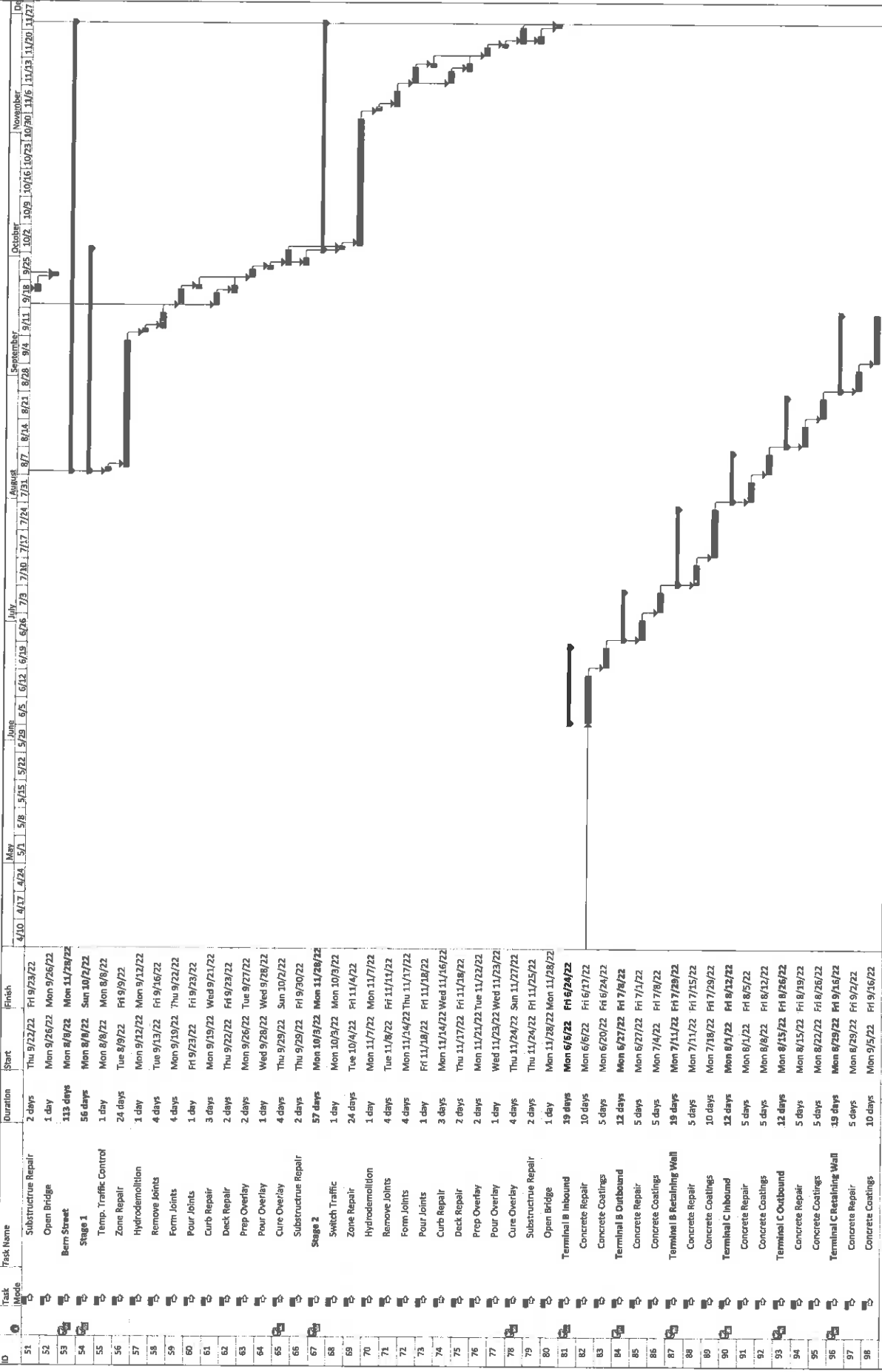
KCMO 220201 Preliminary Schedule (Submitted with Bid)



Summary
 Project Summary
 External Tasks
 External Milestone
 Inactive Task
 Inactive Milestone
 Inactive Summary Rollup
 Manual Task
 Duration-only
 Manual Summary
 Start-only
 Finish-only
 Deadline
 Progress

Project: KCMO 220201 Preliminer
 Date: Tue 2/1/22

Page 1



Task
 Milestone
 Summary
 Project Summary
 External Tasks
 Inactive Milestone
 Inactive Task
 Inactive Milestone
 Inactive Summary
 Manual Summary
 Duration-only
 Manual Summary Rollup
 Manual Summary
 Start-only
 Finish-only
 Deadline
 Progress

Project: KCMO 202021 Preliminary
 Date: Tue 2/1/22

Page 2



CREO KC Contractor Utilization Plan Approval

Date: 2-3-2022

To: Itzel Galarza, Civil Rights & Equal Opportunity Department

From: Sara Hurst, Aviation Department
Mallie Koehler, Project Manager

Subject: Project No.62220553 – KCI Landside Structural Rehab

Funding:	<input checked="" type="checkbox"/> City (MBE/WBE)	<input type="checkbox"/> Federal (DBE) ¹	<input type="checkbox"/> State (DBE) ¹	<input type="checkbox"/> Tenant MBE/WBE	<input type="checkbox"/> Tenant DBE ¹
	<input type="checkbox"/> Other:	<input type="checkbox"/> Grant #			
Contract Category:	<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> General Service	<input type="checkbox"/> Facility Repair	<input type="checkbox"/> Lease	
	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Concession	<input type="checkbox"/> Tenant	
Bid/Proposal Closing Date: 02/01/2022			No. of Bidders/Proposers: 1		
Recommended Bid/Proposal²: \$1,919,514.00					
Company: Comanche Construction, Inc.			Address: 1900 E 123 rd St. Olathe, KS 66061		
Contact: Barclay Hornung			Phone: 816-830-7509		
Contact Email: bhornung@comanche-kc.com			Fax: 913-782-6165		
Additional Information:					

cc: Mallie Koehler, Project Manager
Jade Liska

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT USE ONLY	
The attached Contractor Utilization Plan is:	
<input checked="" type="checkbox"/> Approved	The Request for Best Faith Efforts Waiver is:
<input type="checkbox"/> Disapproved	<input checked="" type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>6</u> % MBE <u>5</u> % WBE	
DocuSigned by: 	2/23/2022
Civil Rights & Equal Opportunity Department	Date

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

¹ DBE Programs apply to specific federal or state grant requirements.
² The dollar figure here should match the approved Bid/Proposal recommendation on file with the requesting department.
³ Federal and state grant agreements may require granting agency approval of contract goals.
 CREO KC Form 2 Utilization Plan Approval 0820201

**CREO KC 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 CREO KC Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the contract work to the extent of the goals listed for the contract and to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the Bid that a Bidder objectively demonstrate to the City that good faith efforts have been made to meet the Goals. Bidders must attempt to meet both the MBE and WBE goals and request a waiver if either is not met.
- C. The following CREO KC Forms are attached and must be used for MBE/WBE submittals:
1. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8); and
 2. Letter of Intent to Subcontract (CREO KC Form 00450.01); and
 3. Timetable for MBE/WBE Utilization (CREO KC Form 10); and
 4. Request for Modification or Substitution (CREO KC Form 11); and
 5. Contractor Affidavit for Final Payment (Form 01290.14); and
 6. Subcontractor Affidavit for Final Payment (Form 01290.15).

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

II. Required Submissions Following Bid Opening.

- A. Bidder must submit the following documents within forty-eight (48) hours of bid opening:
1. **Contractor Utilization Plan/Request for Waiver (CREO KC Form 8).** This form states a Bidder's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
 - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
 - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
 - c. An automatic request for waiver in the event Bidder has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, CREO KC will examine the Bidder's documentation of good faith efforts and make a recommendation to grant or deny the waiver. CREO KC will recommend a waiver be granted only if the Bidder has made good faith efforts to obtain MBE/WBE participation.
 2. **Letter(s) of Intent to Subcontract (CREO KC Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

III. Required Submission when Requested by City.

- A. Bidder must submit the following documents when requested by City:
1. **Timetable for MBE/WBE Utilization (CREO KC Form 10).**
 2. **Documentation of good faith efforts.**

IV. Required Monthly Submissions during term of Contract.

- A. Bidder must submit the following 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) CREO KC Form 00485.01 may be submitted in lieu of the B2GNow system under certain conditions, with the consent of CREO KC.

V. Required Submittals for Final Contract Payment.

- A. Contractor must submit the following documents with its request for final payment under the contract:
1. **Contractor Affidavit for Final Payment (Form 01290.14)**
 2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**
 3. **Final B2GNow Monthly Contract Audit Report with all payment audits**

confirmed.

VI. Additional Submittals.

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

VII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
 5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
 6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

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

faith efforts to meet the goals.

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

1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by CREO KC no less than every three (3) month.
2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by CREO KC no less than every three (3) months.
3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBE/WBEs appearing on the CREO KC directory.
5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the director and acted on the director's recommendations.
6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.
7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an

MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.

8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
 - a. The bid due date;
 - b. The name of the project;
 - c. The address or general location of the project;
 - d. The location of plans and specifications for viewing;
 - e. Contact information of the prime contractor;
 - f. A general description of the scopes of work that are the subject of the solicitation;
 - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
 - i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, contractor or developer as of the bid solicitation; and

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

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

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

- A. After bid opening, a Bidder or Contractor may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Bidder or Contractor must file a **Request for Modification or Substitution**

(CREO KC Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary. The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

1. The Director finds that the Bidder or Contractor made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
 2. The Bidder or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
 3. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director. Once a modification has been made, a Construction Contractor Employee Identification Report (CREO KC Form 0485.04) for the newly approved subcontractor must be submitted at least ten (10) days prior to the approved subcontractor commencing work on a City contract.

X. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:
1. The grant or denial of a Request for Waiver;
 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 4. Liquidated Damages;
 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.

- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at CREO KC of determinations shall constitute notice. The appeal shall state with specificity why the Bidder or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Bidder's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XI. Access to Documents and Records.

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

XII. Miscellaneous.

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

XIII. Liquidated Damages – 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 CREO KC Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed the construction employment goals to receive approval from CREO KC, a Bidder not doing so is required to objectively demonstrate to CREO KC that good faith efforts have been made.
- F. The following CREO KC Forms are to be used for Construction Employment Program submittals:
 - 1. Project Workforce Monthly Report (CREO KC Form 00485.02)
 - 2. Company-Wide Workforce Monthly Report (CREO KC 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** (CREO KC 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 (CREO KC 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 (CREO KC Form 00485.03)** for the subcontractor.
- B. The CREO KC Director has established the B2GNow Diversity Management System (“B2GNOW”) (an online reporting tool) as the preferred method for fulfilling reporting requirements of the Workforce Program. The CREO KC Director will allow paper submission of the following CREO KC 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 (CREO KC Form 00485.02)**
 2. **Company-Wide Workforce Monthly Report (CREO KC 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 (CREO KC 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 (CREO KC 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 CREO KC. The Director will request evidence of the Bidder’s and its’ subcontractors’ good faith efforts to meet the goals. The Director will examine the Bidder’s request and the Bidder’s documentation of good faith efforts for itself and its subcontractors. The Director will examine the Bidder’s request and the Bidder’s documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Bidder has made good faith efforts to secure minority and female participation.

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

- B. In evaluating good faith efforts, the Director will consider whether the Bidder and its subcontractors have performed the following:
1. For those bidders that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director’s recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
 - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
 - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and

- f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
 - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
 - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those bidders that are signatories to collective bargaining agreements with organized labor:
- a. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
 - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - b. Collaborated with labor unions in promoting mentoring programs for journeypersons intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - c. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - d. To the extent the good-faith efforts applicable to bidders that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the bidder in order to comply with the relevant bargaining agreement, the bidder shall substitute other procedures as may be approved by the Director in writing, in order to accomplish the purpose and intent of this section.
- C. In the event workforce goals are not met or there is anticipation that goals will not be met, a Bidder will be required to give the City documentation to prove that it and/or its subcontractors made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

V. Access to Documents and Records.

- A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each bidder further agrees to require, if awarded the contract, that every subcontractor permit the City the same access

to documents and records.

- B. All Bidders agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the construction employment program.

VI. Appeals.

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

VII. Miscellaneous.

- A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. The successful bidder may be required to meet with the Director of CREO KC or the Director's designee for the purpose of discussing the construction employment program, the bidder's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

VIII. Failure to Meet Workforce Goals

- A. If Contractor or its subcontractors fail to achieve the construction employment goals or make good faith efforts to achieve those goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, if the directory finds that the contractor or subcontractor have not met, or made good faith efforts to meet, the construction employment goals for any quarter, the director may:
 - 1. Assess liquidated damages against the construction contractor, as specified in the city construction contract;
 - 2. Require the contractor to attend mandatory training, as specified in the construction contract;

3. Declare the contractor ineligible to receive any city construction contract or participate as a subcontractor under any city construction contract for a period of time up to six months, as specified in the construction contract.

IX. First Source Program

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 62220553

Project Title Landside Structural Rehab

(Department Project) Aviation
Department

Comanche Construction, Inc.
(Bidder/Proposer)

STATE OF Kansas)
) ss
COUNTY OF Johnson)

I, Barclay Horning, 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 7 % MBE and 7 % 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: 5.95 % MBE 5.12 % 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 REALM CONSTRUCTION, INC
Address PO BOX 1236 BLUE SPRINGS, MO 64013
Telephone No. 816-229-6670
I.R.S. No. 43-1607381

- b. Name of M/WBE Firm STREETWISE, INC
 Address 13501 ARLINGTON RD GRANDVIEW MO 64070
 Telephone No. 816-331-2355
 I.R.S. No. 77-0676750
- c. Name of M/WBE Firm TENOCH CONSTRUCTION, INC
 Address 912 SCOTT AVE KANSAS CITY, KS 66105
 Telephone No. 913-671-7706
 I.R.S. No. 14-1880826
- 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
TENOCH CONSTRUCTION	CONTRACTOR	114,202.00	100%	100%
TENOCH CONSTRUCTION	CONTRACTOR	114,202.00	114,202.00	5.95
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ 114,202.00 5.95%

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>STREETWISE, INC</u>	<u>CONTRACTOR</u>	<u>76,816.00</u>	<u>76,816.00</u>	<u>4.00</u>
<u>REALM CONSTRUCTION, INC</u>	<u>CONTRACTOR</u>	<u>21,438.40</u>	<u>21,438.40</u>	<u>1.12</u>

TOTAL WBE \$ / TOTAL WBE %: \$ 98,254.40 5.12%

*"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.

- 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: Berclay Hornung
Address: 1900 East 123rd Street
Olathe KS 66061
Phone Number: 913-782-2980
Facsimile number: 913-782-6165
E-mail Address: ~~blm~~ bhornung@Comanche-KC.com

By: Berclay Hornung
Title: President
Date: 02/01/22
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 1 day of FEBRUARY, 2022

My Commission Expires:



[Signature]
Notary Public



LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Landside Structural Rehab

Project Location/Number KCI / 62220553

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

PART 1: Prime Contractor Comanche Construction, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Tenoch Construction, Inc. 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.]

Protective Coatings

for an estimated amount of \$ 114,202.00 (or 5.95 % 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 CREO KC 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 (circle one): MBE WBE DBE N/A

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Camaranche Const., Inc.

[Signature]
Signature: Prime Contractor

Berkeley Hornung
Print Name

President
Title

02/01/22
Date

State of KANSAS)
County of JOHNSON)

I, SCOTT RITZ, 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 FEB, 2022

SCOTT RITZ
Notary Public - State of Kansas
My Appt. Expires 5/15/25

[Signature]
Notary Public

STAMP:

MWDBE SUBCONTRACTOR BUSINESS NAME: TENCOH Construction Inc

[Signature]
Signature: Prime Contractor

Kurt Bowers
Print Name

Estimator
Title

2/1/2022
Date

State of Kansas)
County of Wandotte)

I, Patricia Arnold, 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 1st
day of February, 2022

My Commission Expires: May 15, 2022

Patricia Arnold
Notary Public

STAMP:

~~My Appt. Expires
Notary Public - State of Kansas
Patricia Arnold~~

Patricia Arnold
Notary Public - State of Kansas
My Appt. Expires 5/15/2022



LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Landside Structural Rehab

Project Location/Number KCI / 62220553

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

PART 1: Prime Contractor Comanche Construction, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Streetwise, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Traffic Control

for an estimated amount of \$ 76,816.00 (or 4.00 % 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 CREO KC 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 (circle one): MBE WBE DBE N/A

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Camarache Coast, Inc

[Signature]
Signature: Prime Contractor

Barclay Hornum
Print Name

President
Title

02/01/22
Date

State of KANSAS)
County of JOHNSON)

I, SCOTT RITZ, 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
1 day of FEB, 2022
My Commission Expires 5/18/25

SCOTT RITZ
Notary Public - State of Kansas
[Signature]
Notary Public

STAMP:

MWD BE SUBCONTRACTOR BUSINESS NAME: Stratwise, Inc

[Signature]
Signature: Prime Contractor

Shauna Heltinger
Print Name

President
Title

2/1/22
Date

State of KANSAS)
County of WYANDOTTE)

I, SCOTT RITZ, 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
1 day of FEB, 2022
My Commission Expires: 5/18/25

SCOTT RITZ
Notary Public - State of Kansas
[Signature]
Notary Public

STAMP:



LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Landside Structural Rehab

Project Location/Number KCI / 62220553

PART 1: Prime Contractor Comanche Construction, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Realm Construction, Inc. 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.]

Bearing rehabilitations and concrete slope protection/flume

for an estimated amount of \$ 21,438.40 (or 1.12% of the total estimated contract value.)

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

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with CREO KC 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: Realm Construction, Inc.

Full address: 6048 E Industrial Dr Blue Springs mo 64014

Street number and name: 6048 E Industrial Dr City, State and Zip Code: Blue Springs mo 64014

Primary contact: Cathy Phillips Phone: 816-229-6620

Name: Cathy Phillips

a) This subcontractor is (circle 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: concrete flume / Bearing Pads

c) The dollar value of this agreement is: 21,438.40

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Comanche Const., Inc.

[Signature]
Signature: Prime Contractor

Berclay Horning
Print Name

President
Title

02/01/22
Date

State of KANSAS)

County of JOHNSON)

I, SCOTT RITZ, 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 FEB, 2022

My Commission Expires:

SCOTT RITZ
Notary Public - State of Kansas
My Appt. Expires 5/14/25

[Signature]
Notary Public

STAMP:

MWDBE SUBCONTRACTOR BUSINESS NAME: Realm Construction, Inc.

Catherine E Phillips
Signature: Prime Contractor

Catherine E Phillips
Print Name

Vice President
Title

2/1/22
Date

State of MO)

County of Jackson)

I, John Mesgro, 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 2, 2022

My Commission Expires:

NOTARY SEAL
#12313517
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES:
3-12-2024

John Mesgro
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 CREO KC in advance of the change.

If you have any questions regarding the completion of this form, please contact CREO KC at (816) 513-1818.

(Signature)

(Position with Firm)

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: 62220553 Landside Structural Rehab

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	7	% MBE	7	% WBE
Contractor Utilization Plan:	_____	% MBE	_____	% WBE

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

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

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

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

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

TO

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

c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.

d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report.

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By:

(Authorized Representative)

CREO KC MONTHLY REPORTING INSTRUCTIONS

M/WBE Monthly Utilization Report Instructions

1. MBE/WBE Reporting applies to Contracts that have approved MBE/WBE goals assigned.
2. The City will utilize a web based MBE/WBE Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by 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
Construction Contractor Employee Identification Report**

Company Name: Comanche Construction, Inc
Company Address: 1900 E 123rd St
Company City, State, Zip: Olathe, KS 66061
Name of Person Completing Report: Scott Ritz
Phone Number: 913-782-2980 x209
Email: sritz@comanche-kc.com

Prime's Name: Comanche Construction, Inc
KCMO Project Name: Landside Structural Rehab
KCMO Project Number: 62220553
Today's Date: 2/2/22
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

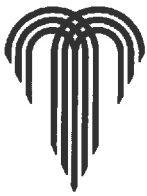
Females		Males		Foreman/Supervisor		Journeyman		Apprentice		Operating Engineer	
	KCMO Resident		KCMO Resident								
African American	2	African American	4	Asbestos Worker	1	Asbestos Worker	0	Plumber	0	Plumber	2
Asian/Pacific Islander American	0	Asian/Pacific Islander American	0	Boilermaker	0	Boilermaker	0	Pipe Fitter/Plumber	0	Pipe Fitter/Plumber	0
Caucasian American	0	Caucasian American	29	Bricklayer	0	Bricklayer	0	Plasterer	0	Plasterer	0
Hispanic/Latino American	0	Hispanic/Latino American	3	Carpenter	10	Carpenter	1	Roofer	0	Roofer	0
Native American	0	Native American	0	Cement Mason	2	Cement Mason	0	Sheet Metal	0	Sheet Metal	0
Other	0	Other	0	Electrician	0	Electrician	0	Sprinkler Fitter	0	Sprinkler Fitter	0
	2		36	Elevator Constructor	0	Elevator Constructor	0	Truck Driver	1	Truck Driver	0
			0	Glazier	0	Glazier	0	Welder	0	Welder	0
			0	Iron Worker	0	Iron Worker	0	Other	0	Other	0
			5	Laborer	16	Laborer	5		3		0
			32		29		6				
			6								

Number of KCMO Residents: 5
 Number of Journeyman: 32
 Number of Apprentice: 6

Company Name: Comanche Construction, Inc KCMO Project Name: Landside Structural Rehab KCMO Project Number: 62220553

	Name		Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First								
1	Ferguson	David	Carpenter (Journeyman)	4904 Raytown Road	Kansas City	MO	64133	Yes	Male	Caucasian American
2	Wolfe	Mark	Carpenter (Journeyman)	7510 NE St Route D Hwy	Pattonburg	MO	64670	No	Male	Caucasian American
3	Grabill	Dakoda	Carpenter (Journeyman)	17385 E State Hwy T	Blythdale	MO	64426	No	Male	Caucasian American
4	Thompson	Gabriel	Carpenter (Journeyman)	5625 S. 2nd Street	St. Joseph	MO	64504	No	Male	Caucasian American
5	Martin	William	Carpenter (Journeyman)	11904 142nd Street	Valley Falls	KS	66088	No	Male	Caucasian American
6	Hunter	Brandon	Carpenter (Journeyman)	27290 W St Hwy W	Bethany	MO	64424	No	Male	Caucasian American
7	Clift	Michael	Carpenter (Journeyman)	2213 S Sycamore Grove Road	Garden City	MO	64747	No	Male	Hispanic/Latino American
8	Humphrey	Jeremy	Carpenter (Apprentice)	811 Oak Street	Pattonburg	MO	64670	No	Male	Caucasian American
9	McLain	Rusty	Carpenter (Journeyman)	509 Oliver Ct	Cainsville	MO	64632	No	Male	Caucasian American
10	Gardner	Christopher	Carpenter (Journeyman)	4351 Old Havana Trail	McFall	MO	64657	No	Male	Caucasian American
11	Smith	Stanley	Carpenter (Journeyman)	5433 Woodland	Kansas City	MO	64110	Yes	Male	African American
12	Jones	Brandon	Laborer (Journeyman)	8819 W. 47th Terrace	Merriam	KS	66203	No	Male	Caucasian American
13	Stevens	Stewart	Laborer (Journeyman)	9218 Kiowa Rd	Oskaloosa	KS	66066	No	Male	Caucasian American
14	Mathia	Scott	Laborer (Journeyman)	11620 Parallel Parkway	Kansas City	KS	66109	No	Male	Caucasian American
15	Sitner	Cody	Laborer (Journeyman)	104 Cedar St	Ridgeway	MO	64481	No	Male	Caucasian American
16	Mize	Joseph	Laborer (Journeyman)	16035 W. 287th Street	Paola	KS	66071	No	Male	Caucasian American
17	Nalley	Sean	Laborer (Journeyman)	8580 Wycoff St.	Desoto	KS	66018	No	Male	Caucasian American
18	Odor	Nicholas	Laborer (Journeyman)	515 W Morse Avenue	Bonner Springs	KS	66012	No	Male	Caucasian American
19	Young	Jerrell	Laborer (Journeyman)	1323 N 36th Street	Kansas City	KS	66104	No	Male	African American
20	Yazel	Christopher	Laborer (Journeyman)	21956 Parallel Rd	Tonganoxie	KS	66086	No	Male	Caucasian American

	Name		Job Title <i>(use drop down menu)</i>	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First								
21	Mize	Joseph	Laborer (Journeyman)	PO Box 51	Richmond	KS	66080	No	Male	Caucasian American
22	Spire	Jerome	Laborer (Journeyman)	3808 Appleton Avenue	Independence	MO	64052	No	Male	African American
23	Chronister	Spencer	Laborer (Apprentice)	929 Jefferson Street, Apt 601	Kansas City	MO	64025	Yes	Male	Caucasian American
24	Walker	Floyd	Laborer (Journeyman)	20964 Borland Rd	Higginsville	MO	64037	No	Male	Caucasian American
25	Landreth	Bryce	Laborer (Apprentice)	9012 Melrose	Overland Park	KS	66214	No	Male	Caucasian American
26	Vera	Jorge	Laborer (Journeyman)	1265 Metropolitan Ave	Kansas City	KS	66103	No	Male	Hispanic/Latino American
27	Ridout	Clayton	Laborer (Apprentice)	1722 Ash Point Rd	Highland	KS	66035	No	Male	Caucasian American
28	Hinton	Shaira	Laborer (Apprentice)	9315 Richmond Ave	Kansas City	MO	64138	Yes	Female	African American
29	Smith	Aaron	Laborer (Journeyman)	13765 Hunter Drive	Platte City	MO	64079	No	Male	Caucasian American
30	Crabtree	Phillip	Laborer (Journeyman)	10241 Edgehill Drive	Edwardsville	KS	66111	No	Male	Caucasian American
31	Jones	James	Foreman/Supervisor	21690 W. 179th Street	Olathe	KS	66062	No	Male	Caucasian American
32	Ridout	Clifford	Laborer (Journeyman)	1722 Ash Point Road	Highland	KS	66035	No	Male	Caucasian American
33	Ellison	Merketa	Laborer (Apprentice)	9406 Newton Ave	Kansas City	MO	64138	Yes	Female	African American
34	Loxterman	Stephen	Operating_Engineer_(Journeyman)	15169 185th St	Pattonsburg	MO	64670	No	Male	Caucasian American
35	Gillihan	Christopher	Truck_Driver_(Journeyman)	5111 Fontana St	Roeland Park	KS	66205	No	Male	Caucasian American
36	Booth	John	Operating_Engineer_(Journeyman)	12749 W. US Highway 136	New Hampton	MO	64471	No	Male	Caucasian American
37	Molina	Juan	Cement Mason (Journeyman)	6624 Eby Place	Merriam	KS	66202	No	Male	Hispanic/Latino American
38	Curtis	Lamont	Cement Mason (Journeyman)	700 SE Ashton Drive	Lee's Summit	MO	64063	No	Male	African American
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AFFIDAVIT OF TRAINING PROGRAM

This form must be submitted with 48 hours of Bid Opening

Bidder COMANCHE CONSTRUCTION, INC

Project Number and Title: 62220553 Landside Structural Rehab

STATE OF KANSAS)
) ss:
COUNTY OF Johnson)

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:

Comanche Construction is a signatory to the Heavy Constructors Association of Kansas City, and participates in the apprenticeship training programs of the following labor unions:

Laborers Local 663 and Laborers Local 1290

Operative Plasterers and Cement Masons Local 518

Operating Engineers Local 101

Teamsters Local 541

Mid-America Carpenters Regional Council

(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:

President of Comanche Const., Inc.
(Title) (Name of Bidder)

Dated: 02/02/22 By: [Signature]
(Affiant)

Barclay Homung
President
Comanche Construction Inc.

Subscribed and sworn to before me this 2 day of FEBRUARY, 2022

My Commission Expires
SCOTT RITZ
Notary Public - State of Kansas
My Appt. Expires 5/14/22

[Signature]
Notary Public

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

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 11 day of April , 20 22 before me appeared
 Meredith Hornung , 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 Secretary /
 Treasurer (title) of Comanche Construction, Inc. (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 Comanche Construction, Inc. has an affirmative action
program (the "Program") in place and will maintain the Program for the duration of its contract
with the City of Kansas City, Missouri ("City") as required by Chapter 3 of the City's Code of
Ordinances.

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

I hereby additionally swear or affirm that the business entity shall not discriminate
against any employee or applicant for employment because of race, color, sex, religion, national
origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by
Chapter 3 of the City's Code of Ordinances.

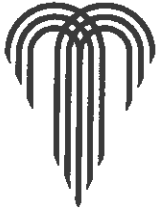
I acknowledge that I am signing this affidavit as the free act and deed of the business
entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 11 day of APRIL , 20 22 .




Notary Public



PRE-CONTRACT BIDDER'S CERTIFICATION

Project Number: 62220553

Project Title: Landside Structural Rehab

STATE OF Kansas)
) SS
COUNTY OF Johnson)

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 three 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.

Comanche Const., Inc. (Bidder's Name) _____ 02/01/22 (Date)

Barclay Homung
President
Comanche Construction Inc. Signature of Person Making This Affidavit

In witness whereof, I have hereunto subscribed my name and affixed my official seal this 1 day of FEBRUARY, 2022





CONTRACT REQUIRED SUBMISSIONS

Project/Contract Number: 62220553_____

Project/Contract Title/Description: Landside Structural Rehab_____

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.

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 Kansas)
) ss
COUNTY OF Johnson)

On this 11 day of April , 20 22 , before me appeared Meredith Hornung , 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 Secretary / Treasurer (title) of Comanche Construction, Inc. (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.

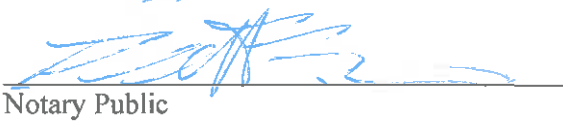
I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

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 11 day of April , 20 22




Notary Public

My Commission expires:

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the COMANCHE CONSTRUCTION INC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 173784

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

Name Scott Ritz
Phone Number (913) 782 - 2980 ext. 209
Fax Number (913) 782 - 6165
Email Address sritz@comanche-kc.com

Name Michael Cannon
Phone Number (913) 782 - 2980 ext. 203
Fax Number (913) 782 - 6165
Email Address mcannon@comanche-kc.com



Missouri Department of Revenue
Project Exemption Certificate

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

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

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.					
	Name of Purchasing Contractor		Signature of Contractor		Date (MM/DD/YYYY) ____/____/____	
	Address		City		State	ZIP Code

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

Form 5060 (Revised 08-2015)

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

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

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



State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

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

Missouri Tax ID
Number: 12490466

Effective Date:
07/11/2002

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

CITY OF KANSAS
SEAL OF THE STATE



KANSAS CITY
MISSOURI

PERFORMANCE AND MAINTENANCE BOND

Project Number: 62220553 _____

Project Title: Landside Structural Rehab _____

KNOW ALL MEN BY THESE PRESENTS: That Comanche Construction, Inc., as PRINCIPAL (CONTRACTOR), and Hartford Fire Insurance Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of One Million Nine Hundred Nineteen Thousand Five Hundred Fourteen and No/100 Dollars (\$1,919,514.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for Project No. 62220553 – Landside Structural Rehab, 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 12th day of April, 2022.

CONTRACTOR

Name, address and facsimile number of Contractor

Comanche Construction, Inc.
1900 East 123rd Street
Olathe, KS 66061
(913) 782-6165

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

By: [Signature]
Title: President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Hartford Fire Insurance Company

One Hartford Plaza

Hartford, CT 06155-0001

(860) 723-4289

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 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: Mary T. Flanigan

Title: Mary T. Flanigan, Attorney-in-Fact

Date: April 12, 2022

(Attach seal and Power of Attorney)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC
 Agency Code: 37-272106

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Christy M. Braile, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, Veronica Lawver, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Evan D. Sizemore, C. Stephens Griggs, Charles R. Teter, III of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPiere

Joelle L. LaPiere, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPiere, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 12, 2022

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



PAYMENT BOND

Project Number: 62220553 _____

Project Title: Landside Structural Rehab _____

KNOW ALL MEN BY THESE PRESENTS: That Comanche Construction, Inc. as PRINCIPAL (CONTRACTOR), and Hartford Fire Insurance Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of One Million Nine Hundred Nineteen Thousand Five Hundred Fourteen and No/100 Dollars (\$1,919,514.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with CITY for Project No. 62220553 – Landside Structural Rehab, 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 12th day of April, 2022.

CONTRACTOR

Name, address and facsimile number of Contractor

Comanche Construction, Inc.
1900 East 123rd Street
Olathe, KS 66061
(913) 782-6165

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

By: [Signature]
Title: President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001
(860) 723-4289

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

By: [Signature]
Title: Mary T. Flanigan, Attorney-in-Fact
Date: April 12, 2022

(Attach seal and Power of Attorney)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC
 Agency Code: 37-272106

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Christy M. Braile, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, Veronica Lawver, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Evan D. Sizemore, C. Stephens Griggs, Charles R. Teter, III of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 12, 2022

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2022

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 have ADDITIONAL INSURED provisions or 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 HUB International Mid-America 9200 Ward Parkway Suite 500 Kansas City MO 64114	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 816-708-4600	FAX (A/C, No): 816-203-4425
E-MAIL ADDRESS: HUB-KC.Certificates@HUBInternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Charter Oak Fire Insurance Company		25615 ✓ <i>Att</i>
INSURER B: Columbia Casualty Company		31127 ✓ <i>A</i>
INSURER C: Travelers Casualty and Surety Company		19038 ✓ <i>Att</i>
INSURER D: Travelers Casualty Insurance Company of America		19046 ✓ <i>Att</i>
INSURER E: The Travelers Indemnity Company of America		25666 ✓ <i>Att</i>
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 440169778 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	DTC06P840372COF22	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
SURETY VERIFIED BY: Darrell Luttie 4/13/2022							
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	8106P842630-22-26-G	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP6P8482652226	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6P8477912226G	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Builders Risk New Pollution Liability			QT6307P597863COF22 C6045955066	4/1/2022 4/1/2022	4/1/2023 4/1/2023	Limit/Ded Ea. Claim/Agg-Ded 2,025,000/2,500 \$1M/\$2M - 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Project No. 62220553 - Landside Structural Rehab; The City of Kansas City Missouri, HDR, Program Manager - Mallie Koehler and any other entities named in 00800SCs are primary, non-contributory additional insured as respects General, Umbrella and Auto Liability. General liability additional insured includes coverage for ongoing & completed operations. Waiver of Subrogation applies in favor of additional insured as respects General and Auto Liability when required by written contract. Should any of the above policies be canceled before the expiration date, the issuing insurer will mail 30 days written notice to the certificate holder, 10 days notice for nonpayment. Umbrella Liability policy responds to and follows form over the above captioned General, Auto and Workers Compensation policies.

CERTIFICATE HOLDER City of Kansas City Missouri Kansas City Aviation Department Attn: Mallie Koehler, Project Manager 601 Brasilia Ave Kansas City MO 64153	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 
---	---



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

Phone: (816) 513-1120

Fax: (816) 513-1264

Email: revenue@kcmo.org
kcmo.gov/kctax

COMANCHE CONSTRUCTION INC
1900 E 123RD ST
OLATHE KS 66061-5886

Letter Id: L0431762688

Date: 12-Apr-2022

Taxpayer Id: **-***5553



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that COMANCHE CONSTRUCTION INC 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.

Mari Ruck
Commissioner of Revenue

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



STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

COMANCHE CONSTRUCTION, INC.

using in Missouri the name

COMANCHE CONSTRUCTION, INC.
F00215936

a KANSAS entity was created under the laws of this State on the 28th day of November, 1979, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 31st day of January, 2022.


Secretary of State



Certification Number: CERT-01312022-0017

City of Kansas City, Mo.
BUSINESS LICENSE

Revenue Division

For the operation of:

COMANCHE CONSTRUCTION INC
1900 E 123RD ST
OLATHE KS 66061-5886



L0125832448
CID-91598459648

2022

This license is effective until December 31, 2022. You have until the last day of February to renew.

Pursuant to City ordinances and conditioned upon payment of the requested fee or tax due, subject to audit and zoning requirements, license is hereby granted for the term and purpose stated.



KANSAS CITY
MISSOURI

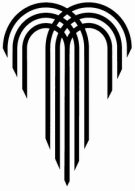
1937808512

Post at location licensed

Mari Ruck, *Commissioner of Revenue*

This license may be suspended or revoked in accordance with City ordinances.

This license remains the property of the City of Kansas City, Mo.
FINANCE DEPARTMENT ♦ REVENUE DIVISION ♦ BUSINESS LICENSE SECTION
1118 Oak Street ♦ Kansas City, MO 64106-2786 ♦ (816) 513-1120



GENERAL CONDITIONS TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND TERMINOLOGY

- 1.01 Defined Terms
- 1.02 Terminology

ARTICLE 2 PRELIMINARY MATTERS

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

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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

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

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

ARTICLE 5 BONDS AND INSURANCE

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

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

- 6.01 Indemnification

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

ARTICLE 7 OTHER WORK

- 7.01 Related Work at Site
- 7.02 Coordination

ARTICLE 8 CITY's RESPONSIBILITIES

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

ARTICLE 9 DESIGN PROFESSIONAL's STATUS DURING CONSTRUCTION

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

ARTICLE 10 CHANGES IN THE WORK

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

ARTICLE 11 CHANGE OF CONTRACT PRICE

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

ARTICLE 12 CONTRACT TIMES

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

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

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

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

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

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

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

ARTICLE 16 CLAIMS AND DISPUTES

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

16.07 Final Resolution of Claims and Disputes

ARTICLE 17 MISCELLANEOUS

17.01 Giving Notice

17.02 Computation of Times

17.03 Cumulative Remedies

17.04 Survival of Obligations

17.05 Controlling Law

ARTICLE 1 DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Day- Shall constitute a Calendar Day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. PCBs- Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02 Terminology

A. Intent of Certain Terms or Adjectives

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

B. Defective

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

C. Furnish, Install, Perform, Provide

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

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

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

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

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

ARTICLE 2 PRELIMINARY MATTERS

2.01 Delivery of Bonds

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

2.02 Evidence of Insurance

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

2.03 Copies of Documents

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

2.04 Commencement of Contract Times; Notice to Proceed

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

2.05 Starting the Work

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

2.06 Before Starting Construction

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

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

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

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

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

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

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

2.07 Acceptable Schedules

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

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

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

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

ARTICLE 3 CONTRACT DOCUMENTS : INTENT, AMENDING, REUSE

3.01 Intent

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

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

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

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

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

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

3.02 Reference to Standards and Specifications of Technical Societies

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

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

3.03 Reporting and Resolving Discrepancies

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

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

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

3.04 Amending and Supplementing Contract Documents

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

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

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

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

3.05 Reuse of Documents

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

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

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

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

4.01 Availability of Lands

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

4.02 Subsurface and Physical Conditions

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

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

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

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

4.03 Differing Subsurface or Physical Conditions

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

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

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

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

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

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

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

4.04. Physical Conditions – Underground Facilities

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

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

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

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

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

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

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

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

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

4.05 Reference Points

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 BONDS AND INSURANCE

5.01 Performance, Payment and Other Bonds

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

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

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

5.02 Licensed Sureties and Insurers

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

5.03 Certificates of Insurance

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

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

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

5.04 CONTRACTOR's Liability Insurance

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

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

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

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

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

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

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

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

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

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

Workers' Compensation: Statutory

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

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

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

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

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

\$2,000,000 general aggregate.

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

5.05 CITY's Liability Insurance

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

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

5.06 Property Insurance

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

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

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

5.07 Waiver of Rights

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

5.08 Receipt and Application of Insurance Proceeds

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

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

5.09 Partial Utilization – Property Insurance

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

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.01 Indemnification

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

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

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

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

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

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

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

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

6.02 Supervision and Superintendence

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

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

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

6.03 Services, Working Hours, Labor, Materials and Equipment

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

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

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

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

6.04 Progress Schedule

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

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

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

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

6.05 Recovery Schedules

A. If the CONTRACTOR should:

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

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

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

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

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

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

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

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

6.06 Substitutes and “Or-Equal” Items

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

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

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

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

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

b. Bidder certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

6.07 Concerning Subcontractors, Suppliers and Others

A. CONTRACTOR shall not employ or retain any Subcontractor, Supplier or other person or organization (including those acceptable to CITY as indicated in Paragraph 6.07 B), whether initially or as a substitute, against whom CITY has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of CREO KC. 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 CREO KC prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO KC at any point within the previous two calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to CREO KC prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO KC at any point within the previous two calendar years.

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

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

City has the right to take action as directed by CREO KC 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 CREO KC, 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 paid a fee of ten percent (10%) of the costs incurred by such Subcontractor under Paragraphs 11.02 A.1 and 11.02 A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.02 A.4, 11.02 A.5 and 11.02 B;
- e. the amount of credit to be allowed by CONTRACTOR to CITY for any change which results in a net decrease in cost will be the amount of the actual net decrease in costs plus a deduction in CONTRACTOR's fee by an amount equal to five percent (5%) of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.01 D.2.a through 11.01 D.2.e, inclusive.

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

11.02 Cost of the Work

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

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

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

sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

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

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

5. Other costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.03 Cash Allowances

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

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

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

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

11.04 Unit Price Work

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

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

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

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs by twenty percent (20%) or more from the estimated quantity of such item indicated in the Contract; and
2. there is no corresponding adjustment with respect to any other item of Work; and
3. CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or CITY believes that CITY is entitled to a decrease in Contract Price.

11.05 Dispute Resolution

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

ARTICLE 12 CONTRACT TIMES

12.01 Time of the Essence

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

12.02 Change of Contract Times

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

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

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

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

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

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

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

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

12.04 Delays Within CONTRACTOR's Control

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

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

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

12.06 Delay Damages

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

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

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

12.07 Dispute Resolution

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

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

13.01 Access to Work

A. CITY, DESIGN PROFESSIONAL, Consultants, other representatives and personnel of CITY, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and

advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.02 Tests and Inspections

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

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

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

D. If Laws or Regulations of any public body (including City) having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish DESIGN PROFESSIONAL and CITY's Representative the required certificates of inspection or approval.

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

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

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

13.03 Notice of Defects

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

13.04 Uncovering Work

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

B. If CITY considers it necessary or advisable that covered Work be observed by DESIGN PROFESSIONAL or CITY's Representative or be inspected or tested by others, CONTRACTOR, at CITY's request, shall uncover, expose or otherwise make available for observation, inspection or testing as may be required, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all costs, losses and damages (including but not limited to all fees and

charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and CITY shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, CITY may make a Claim therefore as provided in Article 16. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefore as provided in Article 16.

13.05 CITY May Stop the Work

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

13.06 Correction or Removal of Defective Work

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

13.07 Correction Period

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

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

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

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

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

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, CITY prefers to accept it, CITY may do so. CONTRACTOR shall pay all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to CITY's evaluation of and determination to accept such defective Work and shall pay OWNER for the diminished value of the Work. If any such acceptance occurs prior to DESIGN PROFESSIONAL's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work and, due to the diminished value of the Work, CITY shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, CITY may make a Claim therefore as provided in Article 16. If the acceptance of defective Work occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to CITY.

13.09 CITY May Correct Defective Work

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

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

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

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

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

14.02 Application for Progress Payments

A. Application for Payment

1. At least twenty (20) days before the date stipulated in the Supplementary Conditions for each progress payment (but not more often than once a month), CONTRACTOR shall submit to DESIGN PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that CITY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CITY's interest therein, all of which will be subject to CITY's approval.

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

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

b. a copy of the most recent 00485.01 M/WBE Monthly Utilization Report CONTRACTOR has submitted to CREO KC.

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 CREO KC.

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

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

B. Review of Applications

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

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

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

2. DESIGN PROFESSIONAL's recommendation of any payment requested in an Application for Payment will constitute a representation by DESIGN PROFESSIONAL to

CITY, based on DESIGN PROFESSIONAL's observations of the executed Work as an experienced and qualified DESIGN PROFESSIONAL and on DESIGN PROFESSIONAL's review of the Application for Payment and the accompanying data and schedules, that to the best of DESIGN PROFESSIONAL's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.06, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to CONTRACTOR being entitled to such payment appear to have been fulfilled in so far as it is DESIGN PROFESSIONAL's responsibility to observe the Work.

3. DESIGN PROFESSIONAL's recommendation of any payment, including final payment, shall not mean that DESIGN PROFESSIONAL is responsible for CONTRACTOR's means, methods, techniques, sequence or procedures of construction, safety precautions and programs incident thereto, or any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of Work.

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

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

C. Reduction in Payment

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

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

e. CITY has made a different determination of the actual quantities and classifications of Unit Price Work.

14.03 CONTRACTOR's Warranty of Title

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

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify CITY and DESIGN PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that CITY issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, together with CONTRACTOR and DESIGN PROFESSIONAL, shall make an inspection of the Work to determine the status of completion. If DESIGN PROFESSIONAL does not consider the Work substantially complete, DESIGN PROFESSIONAL will notify CONTRACTOR and CITY in writing giving the reasons therefore. If DESIGN PROFESSIONAL considers the Work substantially complete, DESIGN PROFESSIONAL will prepare and deliver to CITY a recommended certificate of Substantial Completion that shall establish the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven (7) days after receipt of the recommended certificate during which to make written objection to DESIGN PROFESSIONAL as to any provisions of the certificate or attached list. At the time of delivery of the recommended certificate of Substantial Completion, DESIGN PROFESSIONAL will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, protection of the Work, maintenance, heat, utilities, insurance and warranties and guarantees.

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

14.05 Partial Utilization

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

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

certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 Final Inspection

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

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has completed all corrections required by Paragraph 14.06 to the satisfaction of DESIGN PROFESSIONAL and CITY's Representative and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by Paragraph 5.04, certificates of inspection, marked-up record documents (as provided in Paragraph 6.13) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

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

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

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

B. Review of Application and Acceptance

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

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

14.08 Final Completion Delayed

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

14.09 Waiver of Claims

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

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

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

14.10 Completion of Work by CITY

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

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.01 CITY May Suspend Work

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

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

15.02 CITY May Terminate for Default

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

1. CONTRACTOR fails to perform the Work in accordance with the Contract Documents

(including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.06 and 2.07 as adjusted from time to time pursuant to Paragraphs 6.04, 6.05, 12.02 and 12.03);

2. CONTRACTOR abandons the Work or declares its intention to abandon the Work;
3. CONTRACTOR assigns or attempts to assign its rights or obligations under this Contract or any part thereof to any third party without the prior written consent of CITY;
4. CONTRACTOR fails to make prompt payment duly owing to any subcontractor for Work completed in accordance to the Contract Documents or material supplier for materials delivered for incorporation into the Work within thirty (30) calendar days after payment was due;
5. CONTRACTOR fails to achieve the required dates of substantial and final completion;
6. CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
7. CONTRACTOR disregards the authority of DESIGN PROFESSIONAL or OWNER;
or
8. CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

B. CITY may, after giving CONTRACTOR (and the surety) seven (7) days written notice and to the extent permitted by Laws or Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate into the Work all materials and equipment stored at the Site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CITY arising out of or resulting from completing the Work, such excess may be paid to CONTRACTOR. If such costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY within fourteen (14) calendar days of CITY'S demand for payment. When exercising any rights or remedies under this Paragraph CITY shall not be required to competitively bid this work unless required by law.

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

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

15.03 CITY May Terminate for Convenience

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

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

4. for reasonable expenses directly attributable to termination if approved in advance by CITY.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. CONTRACTOR waives any costs not submitted to CITY pursuant to paragraph 15.03.A.

D. CITY shall, within thirty (30) calendar days after receipt of CONTRACTOR's statement, pay CONTRACTOR all amounts it determines are properly determined.

ARTICLE 16 CLAIMS AND DISPUTES

16.01 Definition

A. A Claim is a demand or assertion by the CONTRACTOR seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

16.02 Written Notice and Burden of Proof

A. Claims must be made by written notice pursuant to Paragraph 17.01. The written notice shall clearly indicate that the CONTRACTOR is making a claim. The responsibility to substantiate Claims shall rest with the CONTRACTOR. No Claim may be made under this Contract except as provided in this Article.

B. Certification of Claim: The written notice of Claim shall include the following statement signed by the CONTRACTOR's representative: "The CONTRACTOR certifies that all statements made and the facts set out in this claim are true and correct and that no false records have been submitted in support of this claim." **Strict compliance with this paragraph shall be a condition precedent to the creation, existence or validity of any Claim.**

16.03 Time Limits on Claims

A. The CONTRACTOR must give notice to the CITY within fourteen (14) calendar days after the denial of a request for or failure to reach an agreement on a change in Contract Price and/or change in Contract Time pursuant to Article 11 and Article 12 respectively. After the fourteen (14) day period for making Claims has expired, the Claim shall be considered waived.

B. The CONTRACTOR shall submit the Claim to the CITY's Representative.

16.04 Continuing Contract Performance

A. Pending final resolution of a Claim, unless otherwise agreed in writing, the CONTRACTOR shall proceed diligently with performance of the Work and the CITY shall continue to make payments in accordance with the Contract Documents. The CITY may, but is not obligated to, notify the Surety of the nature and amount of the Claim.

16.05 Injury or Damage to Person or Property

A. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts that party is legally liable, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding thirty

(30) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

16.06 Initial Resolution of Claims and Disputes

A. After the CONTRACTOR has submitted the Claim to the CITY'S Representative, the CITY'S Representative and CONTRACTOR'S Representative shall conduct a settlement conference within fourteen (14) calendar days from the date of receipt of the Claim. If the Claim is not settled within seven (7) calendar days following the date of the settlement conference, the CITY'S Representative and the CONTRACTOR'S Representative shall state, in writing, following the conclusion of the seven (7) calendar day period, their respective position as to the matters in dispute.

B. The CITY'S and CONTRACTOR'S statement of positions shall state all known factual grounds for each party's position. If the dispute remains unresolved at the end of the seven (7) calendar days from submission of the parties' written position statements, the CONTRACTOR shall have the right to proceed with the pursuit of Claims pursuant to paragraph 16.07.

C. If a Claim has been resolved, the OWNER will prepare or obtain appropriate documentation.

16.07 Final Resolution of Claims and Disputes

A. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

B. If the CITY'S Representative and the CONTRACTOR'S Representative are unable to resolve the dispute pursuant to 16.06, the parties must submit their statements of position to the Director, who shall review the Claim and make a decision within fourteen (14) calendar days.

C. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on CITY and CONTRACTOR within fourteen (14) calendar days after issuance. The CONTRACTOR shall give written notice to the CITY stating its intent to submit its Claim to a court of law pursuant to paragraph 17.05.A. within thirty (30) calendar days after notice of Director's decision.

D. The time frames for the Director's decision and for CONTRACTOR'S written notice of intent may be tolled by participation in voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of the mediator shall be shared equally among the parties participating in the mediation. In no event shall any time frame be tolled more than 30 days for mediation. However, mediation may be employed at any time at the discretion and mutual agreement of the parties.

E. If the dispute is not resolved during voluntary mediation, The CONTRACTOR agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the CITY during the mediation process or of which the CONTRACTOR had knowledge and failed to present during the administrative procedures.

ARTICLE 17 MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be given by personal delivery, by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice or by confirmed electronic facsimile transmission. Notice is effective on the date of personal delivery, deposit of registered or certified mail, postage prepaid, or confirmed electronic facsimile transmission.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last calendar day of such period. If the last day of such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY and DESIGN PROFESSIONAL hereunder are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract.

17.05 Controlling Law

A. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) shall submit exclusively to the jurisdiction of the state and federal courts located in Jackson County, Missouri and no other; (2) shall waive any and all objections to jurisdiction and venue; and (3) shall not raise forum non conveniens as an objection to the location of any litigation.



SUPPLEMENTARY CONDITIONS

Project Number: 62220553

Project Title: Landside Structural Rehab

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-4.02 Article 4, Paragraph 4.02, Subsurface and Physical Conditions; Subparagraphs A and B are supplemented as follows:

1. 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, the following drawings of physical conditions in or relating to existing surface or subsurface structures (except Underground Facilities) which are at or contiguous to the Site of the Work were utilized:

2. Drawings dated July 20, 1967, prepared by Burns & McDonnell; entitled Contract 5 Site Grading & Storm Drainage – Stage III North Interchange Bridge Plan & Sections, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Bern Street Bridge.
3. Drawings dated July 20, 1967, prepared by Burns & McDonnell; entitled Contract 5 Site Grading & Storm Drainage – Stage III South Interchange Bridge Plan & Sections, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Paris Street Bridge.
4. Drawings dated May 1, 1969, prepared by Burns & McDonnell; entitled Contract 7.1 Terminal Ramp Bridges, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Terminal Bridges and Walls.
5. Drawings dated February 1981, prepared by Unknown; entitled Misc. Details - Bridge, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Drainage Flumes at Paris and Bern Street Bridges.
6. Drawings dated February 1981, prepared by Unknown; entitled Bern St. Bridge Repair, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Modifications to Bern Street Bridge.
7. Drawings dated February 1981, prepared by Unknown; entitled Paris St. Bridge Repair, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Modifications to Paris Street Bridge.

8. Drawings dated April 4, 1990, prepared by Boyd, Brown, Stude & Cambern; entitled Miscellaneous Details, Rehabilitate Bern Street Bridge, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Modifications to Bern Street Bridge.

8. Drawings dated August 1992, prepared by Boyd, Brown, Stude & Cambern; entitled Deck and Expansion Joint Repair Details, Rehabilitate Terminals A and B Loop Road Access Bridges, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Modifications to Terminal Bridges.

9. Drawings dated July 1993, prepared by Boyd, Brown, Stude & Cambern; entitled Miscellaneous Details, Rehabilitate Paris Street Bridge, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Modifications to Paris Street Bridge.

10. Drawings dated November 1993, prepared by Boyd, Brown, Stude & Cambern; entitled Bern Street Bridge Slope Paving Repairs, Rehabilitate Bern Street Bridge, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Modifications to Bern Street Bridge.

11. Drawings dated February 20, 2006, prepared by SK Design Group, Inc.; entitled Rehabilitate Bridges, Repair Details, Terminal Bridges & Culverts, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Modifications to Terminal Bridges.

12. Drawings dated March 5, 2009, prepared by SK Design Group, Inc.; entitled Rehabilitate Bridges, Miscellaneous Details, Paris Street Bridge, which may be reviewed at KC Plan Room. The technical data contained in such drawings upon which CONTRACTOR may rely is Record Drawings of Modifications to Paris Street Bridge.

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

In the preparation of the Contract Documents, no reports of explorations and tests of any Hazardous Environmental Condition(s) at the Site of the Work have been prepared.

SC-5.03 A. Article 5, Paragraph 5.03 Certificates of Insurance, Subparagraph A is amended by adding the following Subparagraph 1:

1. CONTRACTOR shall obtain evidence that all Subcontractors have in force the required coverage in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to CITY within ten (10) days after written request.

SC-5.04 B.1. Article 5, Paragraph 5.04, CONTRACTOR's Liability Insurance, Subparagraph B.1 is amended as follows:

With respect to insurance required by Paragraphs 5.04 A.3 through 5.04 A.5, the following additional individuals or entities shall be listed as additional insureds:

CITY – Kansas City Missouri
Design Professional – HDR

Program Manager – Mallie Koehler

SC-5.04 C.2 Article 5, Paragraph 5.04, CONTRACTOR's Liability Insurance, Subparagraph C.2 is amended by adding the following:

2.a. Individuals with an operational need for vehicular access to the Airport Operations Area (AOA) shall be required to obtain Commercial Automobile Liability Insurance with a limit of \$5,000,000 combined single limit, covering owned, hired, and non-owned motor vehicles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles on the Airport, as to acts done in connection with the Contract, by Contractor.

SC-5.06 A. Article 5, Paragraph 5.06, Property Insurance, Paragraph A, is amended by adding the following after the first sentence:

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

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

Proposed "or-equal" items must be submitted to CITY at least 10 days prior to Bid date at the following address:
601 Brasilia Ave.
Kansas City, Missouri 64153
Attn: Mallie Koehler, Project Manager

Only Bidders may submit proposed "or-equal" items and such items must require no change in related Work. Acceptance by CITY of any proposed "or-equal" items will be made by Addendum only.

SC-6.06 A.2. Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A is amended by adding the following at the end of Paragraph A.2:

Proposed substitute items must be submitted to CITY's Representative not later than 10 days prior to the time the item is to be incorporated into the Work. Only CONTRACTOR may submit proposed substitute items, and such items must be submitted to CITY's Representative on the standard City form 016300 - Substitution Request. Acceptance by CITY of any proposed substitute item will be made by Change Order.

SC-6.10. Article 6, Paragraph 6.10, Compliance with Laws and Regulations, is amended by adding the following new Subparagraphs immediately following Subparagraph 6.10 I 2:

a. CONTRACTOR will be required to comply with wage rates as follows:

Missouri Wage Order No. 28; Platte County

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

1. "Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is CONTRACTOR's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.

4. CONTRACTOR agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this CONTRACT. Provided, however, CONTRACTOR may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if CONTRACTOR so certifies in writing to CITY and CITY issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

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

U. Excavation Permit. CONTRACTOR shall secure from the Aviation Department Engineering Division a signed excavation permit showing the approximate location of known existing utilities in the area prior to any excavation. The Aviation Department does not guarantee that all utilities are shown and, therefore, the Contractor shall assume all risks in protecting and locating the utilities.

Contact: Brian Yeo
Aviation Department
601 Brasilia Avenue
816-243-3060 brian.yeo@kcmo.org

SC-6.11 Article 6, Paragraph 6.11, Taxes, is amended by adding the following sentence to Subparagraph 6.11 B:

B. Tax Compliance. The following subparagraphs apply if the Contract is over \$160,000.00.

SC-6.12 Article 6, Paragraph 6.12, Use of Site and Other Areas, is amended by adding the following new Subparagraphs immediately following Subparagraph 6.12 D.:

1. Disposal of Waste Materials. Contractor shall remove all waste, trash or demolition debris generated by this contract from CITY's property on a daily basis and legally dispose of them.

- a. Contractor shall maintain a record of disposal methods and disposal sites.
- b. Contractor shall retain copies of dump receipts or other forms provided by licensed landfills or agreements with property owners on whose property waste materials are placed.

- c. Upon written request of the CITY, disposal records shall be made available to CITY. Records shall be made available to the CITY within 10 working days.

2. General: The Contractor shall maintain the premises and work areas in a clean and orderly manner. He shall perform intermediate cleanups, including the removal of dirt and debris from roadways as directed by the Engineer. Roadway pavement cleanliness must be maintained.

3. Periodic Cleanup: The Contractor shall make overall periodic cleanups at least once every day, and remove from Airport Property all rubbish and waste material resulting from construction operations. Construction debris shall not be stored nor will any ready mix concrete wash be permitted in construction area or in designated storage site. Such waste must be hauled off the Airport property daily.

4. Final Cleanup: The Contractor shall remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, tools, and excess construction materials. The final cleanup shall be such that the CITY may occupy and use the completed project without further effort on its part.

3. Whenever construction activities conflict with the use of existing facilities and public

SC-9.08 E. Article 9, Paragraph 9.08, Limitations on DESIGN PROFESSIONAL's Authority and Responsibilities, Subparagraph E is supplemented as follows:

DESIGN PROFESSIONAL's Consultant(s), resident Project representative and assistant(s) to the resident Project representative are the following:

Consultant(s): HDR

Resident Project representative: HG Consult

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 Aviation, and the Work shall be substantially complete, in accordance with Section 00700 Paragraph 14.04 within the time allotted for each milestone listed below. Once the Work starts, CONTRACTOR shall continuously pursue completion of the Work.

Milestone	Milestone Description	Substantially Complete
Overall Project	Completion of all project work	150 Calendar Days
Paris Street Bridge	Completion of bridge modifications	70 Calendar Days
Bern Street Bridge	Completion of bridge modifications	50 Calendar Days

2. The Work shall be completed and ready for final payment in accordance with Section 00700 Paragraph 14.07 on or before within ninety (90) 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 Section 00700 Paragraph 14.04, within the period stated in Section 00800 Paragraph 12.01 B.1, CONTRACTOR shall pay to CITY the amount of **One Thousand Dollars (\$ 1000.00)** 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 Section 00700 Paragraph 14.07, within the period stated in Section 00800 Paragraph 12.01 B.2, CONTRACTOR shall pay to CITY the amount of **Five Hundred Dollars (\$ 500.00)** as liquidated damages and not as a penalty for each Calendar Day until the Work is completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.

SC-14.02 A. Article 14, Paragraph 14.02, Application for Progress Payments, Subparagraph A is amended by deleting Item 3 and adding the following:

3. CITY shall make payments to CONTRACTOR monthly on or about the 15th day of each month. Payments to CONTRACTOR will be made on the basis of ninety-five percent (95%) of the value of the Work satisfactorily completed plus ninety-five percent (95%) of the value of properly stored and insured, unused materials on hand on the Site of the Work. CITY shall retain five percent (5%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due. All Work covered by a payment becomes CITY's property, provided that the Work paid for remains the sole responsibility of CONTRACTOR until all terms and conditions of the Contract have been met.

SC-14.05 Article 14, Paragraph 14.05, Partial Utilization is amended by adding the following new Subparagraph A.3. immediately following Subparagraph 14.05 A.2:

3. CITY at any time may make a written request to CONTRACTOR to permit CITY to take over operation of any part of the Work although it is not substantially complete. A copy of the request will be sent to DESIGN PROFESSIONAL, and within a reasonable time thereafter CITY, CONTRACTOR and DESIGN PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not make written objection to CITY and DESIGN PROFESSIONAL that such part of the Work is not ready for separate operation by CITY, DESIGN PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such lists to CITY and CONTRACTOR. DESIGN PROFESSIONAL will also make a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which recommendation will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed DESIGN PROFESSIONAL). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

SECTION 00800.01 – FAA SUPPLEMENTARY CONTRACT PROVISIONS

Contents

1. CIVIL RIGHTS - GENERAL
2. CIVIL RIGHTS – TITLE VI ASSURANCE
3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

1. CIVIL RIGHTS GENERAL PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. CIVIL RIGHTS - TITLE VI ASSURANCES

2.1 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the contractor under the contract until the contractor complies; and/or

2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2.2. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

SECTION 00830

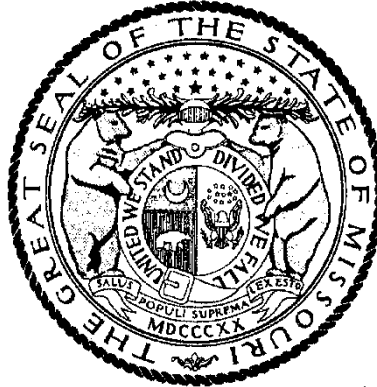
PREVAILING WAGE

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 083
PLATTE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

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	\$67.59
Boilermaker	*\$30.80
Bricklayer	\$57.96
Carpenter	\$58.23
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$30.80
Plasterer	
Communications Technician	\$60.15
Electrician (Inside Wireman)	\$64.42
Electrician Outside Lineman	\$70.22
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$30.80
Glazier	*\$30.80
Ironworker	\$65.30
Laborer	\$46.07
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$30.80
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$58.47
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$48.96
Plumber	\$71.21
Pipe Fitter	
Roofer	\$56.35
Sheet Metal Worker	\$69.50
Sprinkler Fitter	*\$30.80
Truck Driver	*\$30.80
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	\$59.33
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$30.80
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.43
General Laborer	
Skilled Laborer	
Operating Engineer	\$56.35
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.91
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.



ADDENDUM NUMBER _____

Project Number: 62220553 _____

Project Title: Landside Structural Rehab _____

[NOTE: Add Month/Date/Year for which this Addendum is officially posted by City. Be certain to remove this note before final document is printed.]

ISSUE DATE: _____

[NOTE: Addenda are used to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda prior to opening of bids. Items should be organized in the same order as the original bidding documents Table of Contents. Cite the specific bidding document and the specific location within it where each change is to be made followed by the detailed change. If entire pages or documents are replaced or added as accompanying attachments, state the title of the document and the specific page number(s) removed and/or added. (e.g., Delete Section 01011 - Summary pages 1-6 and add the attached Section 01011 - Summary pages 1-10.). Be certain to remove this note before final document is printed.]

[NOTE: Add Month/Date/Year. Be certain to remove this note before final document is printed.]

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

[NOTE: If the bid date is being changed add Month/Day/Year; if not, delete this sentence. Be certain to remove this note before final document is printed.]

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

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

[NOTE: Include items under this heading such as Pre-bid meeting attendance list, soils report, etc.; items that should not be contractual, but are useful information to Bidders. Delete this heading and introduction if not applicable for this Addendum. Be certain to remove this note before final document is printed.]

1.

2.

[NOTE: Include Bidder/Proposer questions and answers to those questions. If questions are resolved by a contractual change, reference the contract section and make the appropriate change in one of the sections below. Delete this heading and table if not applicable for this Addendum. Be certain to remove this note before final document is printed.]

Q1.	
A1.	
Q2.	
A2.	

Q3.	
A3.	

[NOTE: Under the following sections, include changes to those documents under the heading with this same title found in Document 00010 - Table of Contents, (including changes to previous addenda). Format for revisions provided below. Delete sections if not applicable to this addendum. Be certain to remove this note before final document is printed.]

Bidding Requirements

1. Add the following section(s):
 - a. Document, Sec. __, Subparagraph __, Page ____
 - b. Document, Sec. __, Subparagraph __, Page ____

[OR]

2. Delete the following section(s):
 - a. Document, Sec. __, Subparagraph __, Page ____
 - b. Document, Sec. __, Subparagraph __, Page ____

[OR]

3. Delete and replace the following section(s):
 - a. Delete Document, Sec. __, Subparagraph __, Page ____ and replace with the following Document, Sec. __, Subparagraph __, Page ____:
 - b. Delete Document, Sec. __, Subparagraph __, Page ____ and replace with the following Document, Sec. __, Subparagraph __, Page ____:

Contracting Requirements

- 1.
- 2.

Specifications

- 1.
- 2.

Drawings:

- 1.
- 2.

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



REQUEST FOR INTERPRETATION

Project Number: 62220553_____

Project Title: Landside Structural Rehab_____

Contractor _____

RFI Number _____ Date _____

From: _____

To: _____

Re: _____

Spec. Sec. Ref:
Paragraph:

Drawing Ref:

Detail:

Signed: _____

Response:

Attachments

Response From:

To:

Date Transmitted: _____ Date Rec'd: _____

Signed: _____
Design Professional

Signed: _____
Owner's Representative

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



SUPPLEMENTAL DESIGN INSTRUCTION

Project Number: 62220553_____

Project Title: Landside Structural Rehab_____

To Contractor _____

From: _____ SDI No _____ Issue Date: _____

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Price or Contract Times. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Price or Contract Times.

Description:

Attachments *(List)*

(Signature) Design Professional

Date

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



REQUEST FOR PROPOSAL

Project Number: 62220553 _____

Project Title: Landside Structural Rehab _____

To Contractor _____

KANSAS CITY
MISSOURI

From: _____ RFP No _____ Issue Date: _____

Please submit an itemized proposal for changes in the Contract Price and Contract Times for proposed modifications to the Contract Documents described herein. Submit proposal within _____ days, or notify the Owner in writing of the date on which you anticipate submitting your proposal.

This is NOT a Change Order, a Work Change Directive or a direction to proceed with the work described in the proposed modifications.

Description: _____

Attachments

Prepared by Design Professional

Prepared by Construction Manager

REQUESTED by OWNER'S Representative

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



CHANGE ORDER

Project Number 62220553

Project Title Landside Structural Rehab

Change Order No: _____ Date of Issuance: _____

Ordinance No: _____ Ordinance Effective Date: _____

Contract Notice To Proceed Date: _____

To CONTRACTOR: *NAME*

The Contract is changed as follows:

This Change Order constitutes compensation in full on behalf of the Contractor and its subcontractors and suppliers for all costs, including impact costs and extended general conditions, and markups directly and indirectly attributable to the Work changes ordered herein, for all delays related thereto and for performance of the changes within the time stated. Contractor hereby releases all claims for delay, interruption, extended general conditions, impact and cumulative impact claims for this Work.

[Note: Identify the specific attachments; example: "Attachment A, Additional Scope of Services."

Delete all notes before printing final]

See Attached Document(s).

[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.

DESIGN PROFESSIONAL:	By:	Date:
	Title:	
CONTRACTOR:	By:	Date:
	Title:	
CITY: Kansas City, Missouri	By	Date:
	Title: Director of Aviation	

Approved as to form: _____
 Assistant City Attorney

I certify there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation.

Director of Finance

 Date

Distribution: CITY CONTRACTOR DESIGN PROFESSIONAL

REMINDER: CONTRACTOR is responsible for considering the effect this Change Order may have on its ability to meet or exceed the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. If CONTRACTOR will not be able to achieve the approved participation amounts in performing the work included within this Change Order, or if CONTRACTOR needs to retain the services of additional D/M/WBEs not previously listed in its CUP, CONTRACTOR is advised to submit a Request for Modification/Substitution.



WORK CHANGE DIRECTIVE

Project Number: 62220553_____

Project Title: Landside Structural Rehab_____

No.: _____ Date of Issuance: _____

TO:
(CONTRACTOR)

You are directed to proceed promptly with the following work:

Description:

Purpose of Work Change Directive:

Attachments: *(List documents supporting change)*

If the above work results on a change in the Contract Price or Contract Times, any request for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price:

Method of determining change in
Contract Times:

- Unit Prices
- Lump Sum
- As Stipulated in General Conditions
- Other _____

- CONTRACTOR's Records
- DESIGN PROFESSIONAL's Records
- City's Records
- Other _____

Estimated increase (decrease) in Contract Price:
\$ _____

Estimated increase (decrease) in Contract Times:
Substantial Completion: _____ days;

If the change involves an increase, the estimated
Amount is not to be exceeded without further
authorization.

Final Completion: _____ days.
If the change involves an increase, the estimated times
are not to be exceeded without further authorization.

Recommended:

Recommended:

Recommended:

DESIGN PROFESSIONAL

Construction Manager

City

By (Authorized Signature)

By (Authorized Signature)

By (Authorized Signature)

Distribution:

- City
- Contractor
- Construction Manager

- Design Professional
- Consultant
- Other

WORK CHANGE DIRECTIVE (“WCD”) INSTRUCTIONS

[Note: Do not attach these instructions to the WCD Form]

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order. If the WCD may result in an increase in the Contract Price, a contract impact cost analysis must be performed prior to issuing the WCD. Availability of funds and authorization to expend funds must be part of the analysis.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the Contract Times a Supplemental Design Instruction may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Based on conversations between Design Professional, City’s Representative and CONTRACTOR, Design Professional must complete the following:

DESCRIPTION: shall include a summary of the Work included in the WCD. Additional information may be attached to the WCD to further define the scope.

PURPOSE OF WORK CHANGE DIRECTIVE: will identify clearly if the Work included in the WCD is an addition, deletion, revision, or some combination.

ATTACHMENTS: shall identify all attachments included in and made a part of the WCD. Be certain that attachments are clearly labeled.

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another WCD must be issued to change the estimated price. Do not leave blank spaces or write “To be determined” (or “TBD”). An estimated dollar figure must be assigned to the Work. If the WCD is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked “No Change in Price”.

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decrease in Contract Times. If the change involves an increase in the Contract Times and the estimated times are approached before the additional or changed Work is completed, another WCD must be issued to change the times or CONTRACTOR may stop the changed Work when the estimated times are reached. Do not leave blank spaces or write “To be determined” (or “TBD”). If the WCD is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked “No Change in Times”.

Once Design Professional has completed and signed the form, all copies should be sent to CITY for authorization because Design Professional does not have authority to authorize changes in Price or Times. Once authorized by CITY, a copy must be sent by Design Professional to CONTRACTOR. Price and Times may only be changed by Change Order signed by CITY, Design Professional, and CONTRACTOR. If the value of the work included in the WCD exceeds the contingency or budget available for the contract, staff must obtain written approval from the Director or his or her designee before the WCD is issued. A Director or his or her designee may not approve a WCD that will exceed City Council authorization. If the work included in the WCD is

needed as a result of an emergency, staff may proceed with the issuance of the WCD without prior written approval even if the value of the work added is expected to exceed the contract contingency balance.

Once the Work covered by this directive is completed or final cost and times are determined. CONTRACTOR must submit proper documentation for inclusion in a Change Order.

IF THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES A CHANGE ORDER, IF ANY, MUST BE PROCESSED PROMPTLY.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Section 011500 Security Control Procedures.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. CITY-furnished products.
 - 5. Use of premises.
 - 6. CITY's occupancy requirements.
 - 7. Work restrictions.
 - 8. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Kansas City International Airport, Aviation Project No. 62200528 – Rehabilitate Bridges and Walls
 - 1. Project Location: Kansas City International Airport
- B. CITY: Kansas City, Missouri – Aviation Department
 - 1. CITY's Representative: Mallie Koehler, 601 Brasilia Ave., Kansas City, MO 64153
- C. Design Professional: HDR – David Barrett, PE, 10450 Holmes Road, Suite 600, Kansas City, MO 64131
- D. The Work consists of the following:
 - 1. The Work includes the rehabilitation of bridges and walls at Kansas City International Airport

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1. Rehabilitate Bridges and Walls

1.5 WORK PHASES

- A. The Work shall be conducted in two phases in the following order, with each phase substantially complete before beginning the next phase.
 1. Phase 1: Phase 1 consists of all scope items in this project for the rehabilitation of the Paris Street Bridge over Cookingham Drive. Phase 1 shall be completed in 70 calendar days.
 2. Phase 2: Phase 2 consists of all scope items in this project for the rehabilitation of the Bern Street Bridge over Cookingham Drive. Phase 2 shall be completed in 50 calendar days.
 3. Other items of work at the Terminal Bridges and Walls shall be completed within the overall project completion of 150 calendar days.
- B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates, and move-out and -in dates of CITY's personnel for all phases of the Work.

1.6 WORK UNDER OTHER CONTRACTS

- A. Concurrent Work: CITY will award separate contract(s) for the following construction operations adjacent to the Project site. Those operations may be conducted simultaneously with work under this Contract.
- B. CITY will furnish products indicated.
 1. CITY will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
 2. CITY will arrange and pay for delivery of CITY-furnished items according to Contractor's Construction Schedule.
 3. After delivery, CITY will inspect delivered items for damage. Contractor shall be present for and assist in CITY's inspection.
 4. If CITY-furnished items are damaged, defective, or missing, CITY will arrange for replacement.
 5. CITY will arrange for manufacturer's field services and for delivery of manufacturer's warranties to Contractor.
 6. CITY will furnish Contractor the earliest possible delivery date for CITY-furnished products. Using CITY-furnished earliest possible delivery dates, Contractor shall designate delivery dates of CITY-furnished items in Contractor's Construction Schedule.
 7. Contractor shall review Shop Drawings, Product Data, and Samples and return them to Design Professional noting discrepancies or anticipated problems in use of product.
 8. Contractor is responsible for receiving, unloading, and handling CITY-furnished items at Project site.

9. Contractor is responsible for protecting CITY-furnished items from damage during storage and handling, including damage from exposure to the elements.
10. If CITY-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.
11. Contractor shall install and otherwise incorporate CITY-furnished items into the Work.

C. CITY-Furnished Products:

1.7 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. CITY Occupancy: Allow for CITY occupancy of Project site.
 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to CITY, CITY's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Kansas City International Airport - Security Control Procedures and Security Identification Display Area (SIDA) Access Policy: In compliance with Part 1542 of the Transportation Security Regulation, the Airport has adopted and put into use facilities and procedures designed to provide for the safety of persons and property traveling in air transportation and intrastate air transportation against acts of criminal violence and aircraft piracy. CONTRACTOR, and each of its Subcontractors, shall comply with all Kansas City International Airport Security Control Procedures and the Security Identification Display Area (SIDA) Access Policy. Security Control Procedures are identified in Section 011500. Section 011500 is a part of these Contract Documents and will be strictly enforced throughout the duration of the Work.
- D. Kansas City Aviation Department Vehicle Inspection And Safety Program

The Kansas City Aviation Department has developed a Vehicle Inspection and Safety Program administrated by the Airport Operations Division. The program establishes guidelines and procedures for issuing permanent and temporary Airport Operations Area (AOA) permit decals for all non-escorted motorized driven vehicles and all aircraft fuel carts governed by National Fire Protection Agency (NFPA) 407 operating on the AOA. The Vehicle Inspection and Safety Program is identified in Section 011501 and will be strictly enforced throughout the duration of the Work.

1.8 CITY'S OCCUPANCY REQUIREMENTS

- A. Partial CITY Occupancy: CITY will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with CITY during construction operations to minimize conflicts and facilitate CITY usage. Perform the Work so as not to interfere with CITY's operations. Maintain existing exits, unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from CITY and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to CITY of activities that will affect CITY's operations.
- B. CITY Occupancy of Completed Areas of Construction: CITY reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. Design Professional will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before CITY occupancy.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before CITY occupancy.
 3. Before partial CITY occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, CITY will operate and maintain mechanical and electrical systems serving occupied portions of building.
 4. On occupancy, CITY will assume responsibility for maintenance and custodial service for occupied portions of building.

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 8 a.m. to 5 p.m., Monday through Friday, except otherwise indicated below or in the project phasing as described in Section 1.5 "Work Phases".
1. Weekend Hours: No restrictions
 2. Early Morning Hours: No restrictions
 3. Hours for Utility Shutdowns: No restrictions
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by CITY or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify CITY not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without CITY's written permission.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system. The specifications pertaining to Site/Civil work follow the CITY's APWA standard specifications.
1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Form 00412 Unit Prices
 - 3. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.
 - 4. Job Special Provisions for procedures for measurement and payment for unit-price bid items.

1.3 DEFINITIONS

- A. Unit price is **stated on the Bid Form, as** a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections or Job Special Provisions for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. CITY reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at CITY's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Form 00412 Unit Prices. Specification Sections referenced in the list contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Reference Section 00412 Unit Prices.

END OF SECTION 012200

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. 00700 – General Conditions
 - 2. 00800 – Supplementary Conditions
 - 3. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
 - 4. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.
 - 5. Form 00930 Request For Interpretation
 - 6. Form 00931 Supplemental Design Instructions
 - 7. Form 00932 Request for Proposal
 - 8. Form 00940 Change Order Form
 - 9. Form 00945 Work Change Directive

1.3 REQUEST FOR INTERPRETATION (RFI)

- A. Use Form 00930 to request design intent or clarification of item/s from Design Professional. Contractor shall not construe Design Professional's response to RFI as Contractor's right to additional cost. If Contractor deems that additional cost is involved due to Design Professionals' response, then Contractor must follow the requirements of Paragraph 1.5B below.
- B. If the Contractor's RFI includes recommendation for alternate means and methods of achieving the desired end product, then that recommendation must indicate the order of magnitude costs, including debit and credits and impact on contract time to the City.

1.4 MINOR CHANGES IN THE WORK

- A. Design Professional will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Form 00931 Supplemental Design Instructions.

1.5 PROPOSAL REQUESTS

- A. CITY-Initiated Proposal Requests: Design Professional will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. See Form 00932 Request for Proposal.
1. Proposal Requests issued by Design Professional are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Design Professional.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate delivery charges, equipment rental, and amounts of trade discounts.
 4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 5. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use 00932 Request for Proposal or similar document agreeable to the CITY, Contractor and CITY's Representative.

1.6 CHANGE ORDER PROCEDURES

- A. On CITY's approval of a Proposal Request, Design Professional will issue a Change Order for signatures of CITY and Contractor on Form 00940 Change Order.

1.7 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Design Professional may issue a Work Change Directive on Form 00945. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time. See 00945 Work Change Directive.
 2. If additional costs are required for the work included in the Work Change Directive, within time specified in Proposal Request after receipt of the Work Change Directive, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 3. If the work entailed in the Work Change Directive affects multiple discipline subcontractors, then cost (debits and credits to the CITY) for that Work Change Directive must be all inclusive (i.e. must include cost, contract sum and contract time) from any and all affected subcontractors. The Design Professional shall reject any and all Work Change Directive cost if it fails to include cost from affected subcontractors.
- B. Documentation: If the work required by the Work Change Directive is to be completed on the basis of Cost of Work, maintain detailed records on a time and material basis in accordance with Article 11, Change of Contract Price.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Section 00700 "General Conditions"
 - 2. Section 00800 "Supplementary Conditions"
 - 3. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 5. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
 - 6. Form 012900.01 Application for Payment
 - 7. Form 012900.02 Schedule of Values

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule
 - 2. Submit five (5) typed copies of the Schedule of Values, Form 012900.02, to Design Professional at earliest possible date but no later than thirty (30) days after the effective date of the Agreement.

3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Include a separate line item for each of the following:
 - a. Bonds
 - b. Insurance
 - c. Mobilization
 2. Dollar amounts shall include material, labor, overhead, and profit applicable to each individual item indicated.
 3. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 4. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 5. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 6. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Design Professional and paid for by CITY.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Forms: Use Form 012900.01 Application for Payment supported by Form 012900.02 Schedule of Values.
- C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Design Professional will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Indicate each authorized Change Order as separate items on continuation sheet.
- D. Transmittal: Submit **3** signed and notarized original copies of each Application for Payment to Design Professional by a method ensuring receipt within 24 hours.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
 2. Submit an updated Construction Progress Schedule with each Application for Payment.
 3. Indicate each authorized Change Order as separate items on continuation sheet.
 - a. List by appropriate Change Order Number.
 - b. Indicate dollar value breakdown of each Change Order by each applicable Project Manual Section.
 - c. Indicate dollar value breakdown by each applicable Project Manual Section.
 4. When CITY, Program Manager, or Design Professional requires substantiating information to support contractor's application for payment, submit data justifying dollar amounts which are in question.
 - a. Provide 1 copy of data with cover letter for each copy of Application for Payment.
 - b. Indicate application number and date.
 - c. List each item in question by continuation sheet identification.
- E. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
- F. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for CITY occupancy of designated portions of the Work.
- G. Final Payment Application: Submit final Application for Payment in accordance with 00700 General and 00800 Supplementary Conditions.

1. Include 012900.14 Contractor Affidavit for Final Payment.
2. Include 012900.15 Subcontractor Affidavit for Final Payment for each subcontractor regardless of tier.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900



APPLICATION FOR PAYMENT

Project Number 62220553

Project Title Landside Structural Rehab

Final Payment⁵

CONTRACTOR

Address

Application Number²: _____
 Date: _____
 Ordinance/Resolution Number: _____
 Effective: _____
 PO Number _____
 Vendor Number _____

Application for Work Accomplished from _____ to _____

Original Contract Price	[1]		\$	-
Net by Change Orders through		[2]	\$	-
Current Contract Price (1+2)		[3]	\$	-
Completed Work	[4]	\$	-	-
Disputed Amounts ³	[-]	[4a]		
Stored Material ⁴	[5]	\$	-	-
Disputed Amounts ³	[-]	[5a]	\$	-
Total Completed and Stored to Date (4+5)		[6]	\$	-
Previous Payments	[7]	\$	-	-
Previous Retainage	[8]	\$	-	-
Total Previous Applications (7+8)		[9]	\$	-
Amount This Application (6-9)		[10]	\$	-
Less Retainage This Application (5%)		[-] [11]	\$	-
Release of Retainage		[12]	\$	-
Total Due This Application (10-11+12)		[13]	\$	-
Liquidated Damages				
Completion of Work	[14]	\$	-	[-] \$ -
Prevailing Wage ⁷	[15]	\$	-	[-] \$ -
MBE/WBE Program ⁷	[16]	\$	-	[-] \$ -
Workforce Program ⁷	[17]	\$	-	[-] \$ -
Total Amount Due Contractor (13 - 14 through 17)		[18]	\$	-

Accompanying Documentation: ^{1, 2, 3, 4, 5, & 6} and any other information as necessary.

NOTE: Initial all figures on this Application and on the Schedule of Values that are changed to correct errors or conform to the amount recommended. Attach explanation of changes that have been made.

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (a) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by all prior Applications for Payment; (b) at time of payment, title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (c) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (d) all manufactured goods or commodities used or supplied for this Project are in compliance with Kansas City's Buy America ordinance.

 Contractor By _____ Authorized Representative (Print) _____ Signature

Date _____

State of _____)
)SS
 County of _____)

Subscribed and Sworn to before me this _____ day of _____, _____.

My commission expires:

Notary Public: _____

DESIGN PROFESSIONAL's Recommendation of Payment:

Project # 62220553 _____

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the DESIGN PROFESSIONAL recommends to the OWNER that to the best of the DESIGN PROFESSIONAL's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Amount Recommended _____ \$ _____

Name of firm (Print) DESIGN PROFESSIONAL (Print) (Signature)

Date: _____

Construction/Program Manager's Recommendation of Payment: (if applicable)

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the Construction/Program Manager recommends to the OWNER that to the best of the Construction/Program Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Construction/Program Manager firm (Print) Authorized Representative (Print) (Signature)

Date: _____

City's Representative's Agreement with Recommendation of Payment

City's Representative(print) (Signature) (Date)

City's Approval

The amount previously recommended is approved for payment.

Director or Designee (Print) (Signature) (Date)

¹See General Conditions Article 14.02 A and B

²Proof of tax compliance if 1st payment and if Contract amount exceeds \$160,000.00

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

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

⁵If final payment, current proof of tax compliance if Contract is longer than 1 year and amount exceeds \$160,000.00.

⁶ Per Supplementary Conditions SC-14.02-A attach a copy of the most recent Audit Report CONTRACTOR has submitted to the CITY's Human Relations Department through the B2G on-line reporting system.

⁷Applicable only if final payment

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

Distribution: Owner Project Manager
Contractor Design Professional Construction Manager



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project Number/Title: 62220553 / Landside Structural Rehab _____

From Contractor: _____ To: Aviation Department _____ Date _____

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

Attachments:

Signed by: _____ Date _____

Distribution: Owner Contractor Construction Manager Design Professional Consultant Other



DAILY LABOR FORCE REPORT

Project Number: 62220553 Day _____ Date _____

Project Title: Landside Structural Rehab _____

Contractor _____

Subcontractor _____

Weather: (Indicate if weather prevented work and why) _____

Shift: (circle) 5-8 hr Days 4-10 hr Days Other _____

* This report *MUST be completed and turned in* for EACH DAY until FINAL COMPLETION.

Worker's Full Legal Name	Occupational Title or Classification Group & Skill	Hours Worked & Time (i.e. 10AM – 4PM)	Race & Gender

I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ABOVE IS TRUE AND COMPLETE.

Contractor/Subcontractor Representative:

Complete Name: (print) _____ Title: (print) _____

Signature: _____

Page ____ of ____

Distribution: City Department Contractor Subcontractor Other



CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Number: 62220553 _____
Project Title: Landside Structural Rehab _____

KANSAS CITY MISSOURI _____
CONTRACT FOR: _____

CONTRACTOR: _____

DATE OF ISSUANCE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Design Professional's and/or Construction Manager's best knowledge, information and belief, to be substantially complete. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

CONSTRUCTION MANAGER _____ BY _____ DATE _____

DESIGN PROFESSIONAL _____ BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

CONSTRUCTION MANAGER _____ BY _____ DATE _____

DESIGN PROFESSIONAL _____ BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER'S REPRESENTATIVE _____ BY _____ DATE _____

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



PUNCH LIST

Project Number: 62220553

Project Title: Landside Structural Rehab

CONTRACTOR _____

From _____ Site Visit Date _____

The following items require the attention of the CONTRACTOR for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

Item No.	Location (Area)	Description	Correction/Completion Date	Verification Check
----------	-----------------	-------------	----------------------------	--------------------

Attachments

Signed by: _____ Date: _____
DESIGN PROFESSIONAL (Firm/In House)

- Distribution: OWNER
 CONTRACTOR
 DESIGN PROFESSIONAL
 Consultant _____
 Other _____



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number: 62220553 _____

Project Title: Landside Structural Rehab _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)

CONTRACTOR for the CITY on Project No. 62220553 – Landside Structural Rehab.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3. (✓) ___ Prevailing wage does not apply; or

(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor’s final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) ___ Met or exceeded the Contract utilization goals; or
- (✓) ___ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) ___ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (CREO KC Form 00485.02 and final company-wide workforce monthly report (CREO KC Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$150,000.00, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of
_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number: 62220553 _____

Project Title: Landside Structural Rehab _____

STATE OF MISSOURI) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

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

By: _____
 (Signature)

 (Title)

 (Print Name)

 (Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including 00700 General and 00800 Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs)

- B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 01 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
2. Division 01 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
3. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for CITY and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of Form 012900.02 Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Startup and adjustment of systems.
 8. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as CITY's property.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

- b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Design Professional for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 - d. Contractor is to work out electronic versions and plan sheet sizes for the Design Professional required coordination drawings. (i. e. pdf, dwg, rvt, etc.)
2. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
- 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
- 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify CITY and Design Professional of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including CITY and Design Professional, within 3 days of the meeting.
- B. Preconstruction Conference: CITY will schedule and conduct a preconstruction conference before starting construction to review responsibilities and personnel assignments.
- 1. Attendees: Authorized representatives of CITY, Design Professional and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.

- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for RFIs.
- g. Procedures for testing and inspecting.
- h. Procedures for processing Applications for Payment.
- i. Distribution of the Contract Documents.
- j. Submittal procedures.
- k. LEED requirements.
- l. Preparation of Record Documents.
- m. Use of the premises.
- n. Work restrictions.
- o. CITY's occupancy requirements.
- p. Responsibility for temporary facilities and controls.
- q. Construction waste management and recycling.
- r. Parking availability.
- s. Office, work, and storage areas.
- t. Equipment deliveries and priorities.
- u. First aid.
- v. Security.
- w. Progress cleaning.
- x. Working hours.

3. Minutes: Design Professional will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Design Professional of scheduled meeting dates.
- 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.

- s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of CITY and Design Professional, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.

- 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Design Professional will record and distribute to Contractor the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at bi-weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of CITY and Design Professional, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.

- 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.7 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Design Professional.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Design Professional's Action: Design Professional will review each RFI, determine action required, and return it. Allow seven working days for Design Professional's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Design Professional's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
2. Design Professional's action may include a request for additional information, in which case Design Professional's time for response will start again.
3. Design Professional's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Design Professional in writing within 10 days of receipt of the RFI response.
- E. On receipt of Design Professional's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Design Professional within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Design Professional.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Design Professional's response was received.
 8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Form 013200.01 Daily Field Observation Report

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports. (Form 013200.01)
 - 5. Field condition reports.
 - 6. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.
 - 2. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
 - 3. Division 01 Section "Photographic Documentation" for submitting construction photographs.
 - 4. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 5. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.

- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Design Professional.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either CITY or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Frgagnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Design Professional's final release or approval.

- C. Preliminary Construction Schedule: Submit two opaque copies.
 - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Preliminary Network Diagram: Submit two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- E. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- F. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- G. Daily Construction Reports: Submit two copies at weekly intervals.
- H. Material Location Reports: Submit two copies at monthly intervals.
- I. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- J. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Design Professional's request.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Design Professional.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities

in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than three days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Design Professional's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work by CITY: Include a separate activity for each portion of the Work performed by CITY.
 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 4. CITY-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 - m. Structural completion.
 - n. Permanent space enclosure.

- o. Completion of mechanical installation.
 - p. Completion of electrical installation.
 - q. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (refer to special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Work Change Directives received and implemented.
 16. Services connected and disconnected.

17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to CITY within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise CITY in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one day before each regularly scheduled progress meeting.
 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Design Professional, CITY, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200



DAILY FIELD OBSERVATION REPORT

Project Number: 62220553 _____

Project Title Landside Structural Rehab _____

Contractor _____

Report Number _____ Date _____ Time _____

Weather

- Clear Snow
 Overcast Foggy
 Rain Cold

Site Conditions

- Warm Clear Dusty
 Hot Muddy _____
 Temperature Range _____

Day

- Monday Thursday
 Tuesday Friday
 Wednesday _____

Persons Contacted: _____

Work Observed: _____

Items Discussed: _____

Materials Delivered: _____

Requested Revisions or Interpretations: _____

Nonconforming Work Reported This Date To Contractor: _____

Remarks: _____

Attachments _____

Signed by: _____

Date: _____

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



PERIODIC FIELD OBSERVATION REPORT

Project Number: 62220553_____

Project Title: Landside Structural Rehab_____

Contractor _____

Report Number _____ Date _____ Time _____

Weather

- Clear Snow
 Overcast Foggy
 Rain Cold

Site Conditions

- Warm Clear Dusty
 Hot Muddy _____
 Temperature Range _____

Day

- Monday Thursday
 Tuesday Friday
 Wednesday _____

Persons Contacted:

Work Observed:

Items Discussed:

Remarks:

Attachments

Signed by:

Date:

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

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including 00700 General and 00800 Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Photographic Documentation" for submitting construction photographs and construction videotapes.
 - 5. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
 - 6. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 7. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 8. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Design responsive action.
- B. Informational Submittals: Written information that does not require Design Professional's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Design Professional for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Design Professional reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Buy American: Submittals for all manufactured products must include certification of compliance with Buy American requirements as established under Title 49 U.S.C. Section 50101. Submittal must include sufficient information to confirm compliance or submittal will be returned with no action.
- D. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Design Professional's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Design Professional will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 5 days for review of each resubmittal.
- F. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Design Professional.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Design Professional
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

- i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.

- G. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.

- H. Additional Copies: Unless additional copies are required for final submittal, and unless Design Professional observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
 - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Design Professional.
 - 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

- I. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Design Professional return submittals, without review, received from sources other than Contractor.
 - 1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Design Professional on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "No Exceptions Taken".

- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals with mark indicating "No Exceptions Taken" by Design Professional.

1.5 CONTRACTOR'S USE OF DESIGN PROFESSIONAL'S CAD FILES

- A. General: At Contractor's written request, copies of Design Professional's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

Contractor must sign a CAD release form, provided by the Design Professional upon request from the Contractor. Contractor must hold their subcontractors to the terms stated in the release form and is responsible for communicating the terms to all subcontractors that are given the Design Professional's CAD files.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.

5. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Design Professional will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Electronic copies of submittals are allowed to be distributed between contractor and design professional
 3. Number of Copies: Submit three copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Design Professional will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
 4. Number of Copies: Submit copies of each submittal, as follows, unless otherwise indicated:
 - a. Initial Submittal: Submit a preliminary single copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Design Professional will return submittal with options selected.
 - b. Final Submittal: Submit three copies, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Design Professional will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Document.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as CITY's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Design Professional will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Design Professional will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Design Professional will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- F. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Design Professional will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Design Professional will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Design Professionals and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- U. Construction Photographs and Videotapes: Comply with requirements specified in Division 01 Section "Photographic Documentation."
- V. Material Safety Data Sheets (MSDSs): Submit information directly to CITY; do not submit to Design Professional.

1. Design Professional will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Design Professional.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 DESIGN PROFESSIONAL'S ACTION

- A. General: Design Professional will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Design Professional will review each submittal, make marks to indicate corrections or modifications required, and return it. Design Professional will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 1. No Exceptions Taken, Exceptions Taken as Noted, or Resubmit with Corrections
- B. Informational Submittals: Design Professional will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Design Professional will forward each submittal to appropriate party.
- C. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 013300



TRANSMITTAL LETTER

Project Number: 62220553 _____

Project Title: Landside Structural Rehab _____

TO: _____	Date _____
_____	Re: _____
_____	_____
ATTN: _____	_____

We are sending you Attached Under separate cover via _____ the following items:

Shop Drawings Prints Drawings Samples Specifications

Copy of Letter Change Order _____

Copies	Date	No.	Description

These are transmitted as checked below:

For Approval Approved as Submitted Resubmit _____ Copies for Approval

For Your Use Approved as Noted Submit _____ Copies for Distribution

As Requested Returned for Corrections Return _____ Corrected Prints

For Review and Comment _____

Remarks: _____

By: _____

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

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including 00700 General and 00800 Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Design Professional, CITY, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 2 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Design Professional.

- C. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Design Professional for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Design Professional for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For CITY's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- C. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Fabricator Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work.
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548, and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

- f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Design Professional, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. CITY Responsibilities: Where quality-control services are indicated as CITY's responsibility, CITY will engage a qualified testing agency to perform these services.
 1. CITY will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to CITY are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by CITY, unless agreed to in writing by CITY.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with Design Professional, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Design Professional and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to CITY, Design Professional, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Design Professional and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Design Professional with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Design Professional.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Design Professional's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 01 Section "Execution" for progress cleaning requirements.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Design Professional, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to Design Professional, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before CITY's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pavement: Comply with Technical specification pavement Sections.
- B. Chain-Link Fencing: Comply with Technical specification Chain Link Fencing sections.
- C. Construction Limits delineation Fence: Comply with Technical specification Section "Temporary Air and Water Pollution, Soil Erosion and Siltation Control" for orange silt fence requirements.
- D. Water: Potable.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, CITY, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Water Service: Use of CITY's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to CITY. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- H. Electric Power Service: Use of CITY's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to CITY.
- I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service underground, unless otherwise indicated.
 - 2. Connect temporary service to CITY's existing power source, as directed by CITY.
- J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.
- K. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one (1) telephone line(s) for each field office.
 - 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Airport Operations.
 - b. Air Traffic Control Tower.
 - c. Police and fire departments.
 - d. Ambulance service.
 - e. Contractor's home office.
 - f. Design Professional's office.
 - g. Engineers' offices.
 - h. CITY's office.
 - i. Principal subcontractors' field and home offices.
 - 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- L. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.
 - 1. Provide DSL in primary field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.

2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to CITY.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 - C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
 - D. Parking: Provide temporary parking areas for construction personnel.
 - E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
 - F. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 1. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touchup signs so they are legible at all times.
 - G. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
 - H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- ### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 1. Extent of Fence: As indicated on Drawings.
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. CITY reserves right to take possession of Project identification signs.
 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including 00700 General and 00800 Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Closeout Procedures" for submitting warranties for contract closeout.
 - 3. Divisions 2 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service

performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Design Professional's Action: Design Professional will respond in writing to Contractor within 15 days of receipt of completed product list. Design Professional's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Design Professional's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use Form 016300 Substitute Request.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.

- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by CITY and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of Design Professionals and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Design Professional's Action: If necessary, Design Professional will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Design Professional will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Design Professional cannot make a decision on use of a proposed substitution within time allocated.
 - c. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.

2. If a dispute arises between contractors over concurrently selectable but incompatible products, Design Professional will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Store cementitious products and materials on elevated platforms.
 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 7. Protect stored products from damage and liquids from freezing.
 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by CITY's construction forces. Coordinate location with CITY.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to CITY.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for CITY.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. CITY reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Design Professional will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Design Professional's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed or an unnamed product, that complies with requirements. Comply with provisions in "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed or an unnamed manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Products: Where Specifications name a project and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Design Professional's sample. Design Professional's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Design Professional will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Design Professional will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.
11. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 01 for allowances that control product selection and for procedures required for processing such selections.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Design Professional will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Design Professional.

B. Conditions: Design Professional will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Design Professional will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers CITY a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities CITY must assume. CITY's additional responsibilities may include compensation to Design Professional for redesign and evaluation services, increased cost of other construction by CITY, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Conditions: Design Professional will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Design Professional will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Design Professionals and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

PART 4 - END OF SECTION 016000



SUBSTITUTION REQUEST

Project Number: 62220553

Project Title: Landslide Structural Rehab

To: _____

Authorization Number: _____

Re: _____

From: _____

Date: _____

Contract For: _____

Specification Title: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone No. _____

Trade Name: _____ Model No. _____

Installer: _____ Address: _____ Phone No. _____

History: New Product 2-5 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached – REQUIRED

Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance, service, and availability of replacement parts, as applicable, are available.
- Proposed substitution will not affect or delay Progress Schedule, except as stated below.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances, except as stated below.
- Payment will be made for changes to building design, including architectural or engineering design, detailing, licenses, royalties, and construction costs caused by the requested substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be completed in all respects.

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Design Professional: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution: _____
Proposed substitution changes Contract Time: No Yes; add/deduct _____ days.

Supporting Data Attached:
 Product Data Drawings Tests Reports Samples _____
Attachments: _____

Submitted by: _____
Signature: _____
Firm: _____
Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer DP _____

DESIGN PROFESSIONAL'S REVIEW AND ACTION

- Substitution approved – Make submittals in accordance with Specification Section 013300.
- Substitution approved as noted – Make submittals in accordance with Specification Section 013300.
- Substitution rejected – Use specified materials.
- Substitution Request received too late – Use specified materials.

Signed by: _____ Date: _____

- Distribution:
- City
 - Design Professional
 - Contractor
 - Consultant
 - Construction Manager
 - Other

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of CITY-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of CITY-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Qualification Data: For land surveyor to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

- D. Certified Surveys: Submit two copies signed by land surveyor. Electronic versions are acceptable.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are

indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Design Professional. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on Form 00930, "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Design Professional promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Design Professional when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Design Professional.

3.4 FIELD ENGINEERING

- A. Identification: CITY will identify existing benchmarks, control points, and property corners.

- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Design Professional. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Design Professional before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Design Professional.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CITY-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for CITY's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by CITY's construction forces.
 - 1. Construction Schedule: Inform CITY of Contractor's preferred construction schedule for CITY's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify CITY if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include CITY's construction forces at preinstallation conferences covering portions of the Work that are to receive CITY's work. Attend preinstallation conferences conducted by CITY's construction forces if portions of the Work depend on CITY's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. Mechanical systems piping and ducts.
 - 5. Control systems.
 - 6. Communication systems.
 - 7. Conveying systems.
 - 8. Electrical wiring systems.
 - 9. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

- 1. Water, moisture, or vapor barriers.

2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise and vibration-control elements and systems.

- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Design Professional's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 02 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE GOALS

A. Salvage/Recycle Goals: CITY's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible including the following materials:

1. Demolition Waste:

- a. Asphaltic concrete paving.
- b. Concrete.
- c. Concrete reinforcing steel.
- d. Brick.
- e. Concrete masonry units.
- f. Wood studs.
- g. Wood joists.
- h. Plywood and oriented strand board.
- i. Wood paneling.
- j. Wood trim.
- k. Structural and miscellaneous steel.
- l. Rough hardware.
- m. Roofing.
- n. Insulation.
- o. Doors and frames.
- p. Door hardware.
- q. Windows.
- r. Glazing.
- s. Metal studs.
- t. Gypsum board.
- u. Acoustical tile and panels.
- v. Carpet.
- w. Carpet pad.
- x. Demountable partitions.
- y. Equipment.
- z. Cabinets.
- aa. Plumbing fixtures.
- bb. Piping.
- cc. Supports and hangers.
- dd. Valves.
- ee. Sprinklers.
- ff. Mechanical equipment.
- gg. Refrigerants.
- hh. Electrical conduit.
- ii. Copper wiring.
- jj. Lighting fixtures.
- kk. Lamps.
- ll. Ballasts.
- mm. Electrical devices.
- nn. Switchgear and panelboards.
- oo. Transformers.

2. Construction Waste:

- a. Site-clearing waste.
- b. Masonry and CMU.
- c. Lumber.
- d. Wood sheet materials.
- e. Wood trim.
- f. Metals.
- g. Roofing.
- h. Insulation.
- i. Carpet and pad.
- j. Gypsum board.
- k. Piping.
- l. Electrical conduit.
- m. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.5 SUBMITTALS

- A. Waste Management Plan: Submit 3 copies of plan within 30 days of date established for the Notice of Award.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three copies of report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for Substantial Completion, submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- H. Qualification Data: For Waste Management Coordinator.
- I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council. Waste management coordinator may also serve as LEED coordinator.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 2. Review requirements for documenting quantities of each type of waste and its disposition.
 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of

each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Include cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by CITY. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.

- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for CITY's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to CITY.
 - 4. Transport items to CITY's storage area designated by CITY.
 - 5. Protect items from damage during transport and storage.
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

3.3 RECYCLING WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.

- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste off CITY's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphaltic Concrete Paving: Grind asphalt to maximum 1-1/2-inch (38-mm) size.
- B. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - 1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.
- D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Pulverize masonry to maximum 1-inch (25-mm) size.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- F. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.

- H. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- I. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
 - 1. Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
- J. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - 1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- K. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- L. Plumbing Fixtures: Separate by type and size.
- M. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- N. Lighting Fixtures: Separate lamps by type and protect from breakage.
- O. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- P. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.
 - 1. Comply with requirements in Division 32 Section "Plants" for use of chipped organic waste as organic mulch.
- C. Wood Materials:
 - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
 - a. Comply with requirements in Division 32 Section "Plants." for use of clean sawdust as organic mulch.
- D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off CITY's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including 00700 General and 00800 Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
 - 3. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
 - 4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise CITY of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting CITY unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by CITY. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to CITY. Advise CITY's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise CITY of changeover in heat and other utilities.
12. Submit changeover information related to CITY's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Design Professional will either proceed with inspection or notify Contractor of unfulfilled requirements. Design Professional will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Design Professional, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Design Professional's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Design Professional. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct CITY's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Design Professional will either proceed with inspection or notify Contractor of unfulfilled requirements. Design Professional will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use Form 01290.13 Punch List.
 1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Design Professional.
 - d. Name of Contractor.
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Design Professional for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by CITY during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

 - m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on CITY's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

- 1. Record Drawings.
- 2. Record Specifications.
- 3. Record Product Data.

- B. Related Sections include the following:

- 1. Division 01 Section "Closeout Procedures" for general closeout procedures and maintenance manual requirements.
- 2. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:

- 1. Number of Copies: Submit one set of marked-up Record Prints.

- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.

- C. Record Product Data: Submit one copy of each Product Data submittal.

- 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Work Change Directive.
 - k. Changes made following Design Professional's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Work Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Design Professional. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
 2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Design Professional for resolution.

4. Design Professional will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
 - a. Design Professional makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
 - b. CAD Software Program: The Contract Drawings are available in in AutoCAD version 18, in Windows operating system.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Design Professional.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Drawings, and Product Data where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Design Professional's reference during normal working hours.

END OF SECTION 017839

TABLE OF CONTENTS

- A. Construction Requirements
- B. Superstructure Repair (Formed)
- C. Barrier Repair (Formed)
- D. Superstructure Repair (Unformed)
- E. Embedded Galvanic Anodes
- F. Epoxy Pressure Injecting
- G. Clean, Lubricate and Coat Existing Bearings
- H. Fiber Reinforced Polymer Wrap
- I. Weep Drain Clean and Repair
- J. Concrete Flume
- K. Concrete Slope Protection Repair
- L. Concrete Protective Coating (Epoxy)
- M. Portable Traffic Signal System
- N. Miscellaneous Traffic Control
- O. KCMO Public Works Coordination

	<p>KANSAS CITY AVIATION DEPARTMENT 601 BRASILIA AVE. KANSAS CITY, MO 64153 Phone 1-816-243-3000</p>
	<p>HDR Engineering 10450 Holmes Road Suite 600 Kansas City, MO 64131</p> <p>Certificate of Authority: 000856 Consultant Phone: 816-360-2700</p>
	<p>JOB NUMBER: 62220553 PLATTE COUNTY, MO DATE PREPARED: 7/2/2021</p>
Date: 12/10/2021	
<p>Only the following items of the Job Special Provisions (Bridge) are authenticated by this seal: A, B, C, D, E, F, G, H, I, J, K, L, M, N & O</p>	

JOB SPECIAL PROVISIONS

A. CONSTRUCTION REQUIREMENTS

1.0 Description. This provision contains general construction requirements for this project.

2.0 Construction Requirements. The plans and site assessment report for the existing structures are included in the contract for informational purposes only.

2.1 In order to assure the least traffic interference, the work shall be scheduled so that a lane closure is for the absolute minimum amount of time required to complete the work. A lane shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.2 Bridge work by contractor forces, including erection, rehabilitation, or demolition, shall not be allowed over traffic unless a bridge platform protection system is installed below the work area except for work performed above a deck that is intact. The protection system shall be capable of catching all falling objects such as tools, overhang brackets or materials. Lifting of objects that are heavier than the capacity of the bridge protection system shall not be allowed.

2.3 Provisions shall be made to prevent any debris and materials from falling into the ponds or onto the roadway. Any debris and materials that falls below the bridge, if determined necessary by the Engineer, shall be removed as approved by the Engineer at the contractor's expense. Traffic under the bridge shall be maintained in accordance with the contract documents.

2.4 Any damage sustained to the remaining structure as a result of the contractor's operations shall be repaired or the material replaced as approved by the Engineer at the contractor's expense.

2.5 Provisions shall be made to prevent damage to any existing utilities. Any damage sustained to the utilities as a result of the Contractor's operations shall be the responsibility of the contractor. All costs of repair and disruption of service shall be as determined by the utility owners and as approved by the Engineer.

2.6 The work in this contract shall meet the requirements of the 2020 Fourth Edition of the Missouri Standard Specifications for Highway Construction published April 2021 and maintained by the Missouri Department of Transportation (MoDOT), except as noted in the plans and these special provisions. "Sec" notifications in this special provision refers to the section of the standard specification.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

B. SUPERSTRUCTURE REPAIR (FORMED)

1.0 Description. This work shall consist of patching the deteriorated areas of the concrete superstructure as shown in the plans.

JOB SPECIAL PROVISIONS

2.0 Materials. Class B-2 concrete with 28-day compressive strength that matches the superstructure concrete shall be used to complete the repair ($f'c=4,000$ psi) and shall be in accordance with Sec 501.

3.0 Construction Requirements. Construction requirements for removing unsound concrete, preparing the repair area and placement of new concrete shall be in accordance with Sec 704.

4.0 Method of Measurement. Superstructure Repair (Formed) shall be measured to the nearest square foot.

4.0 Basis of Payment. Payment for the above described work including all material, equipment, labor and any other incidental work necessary, shall be considered completely covered by the contract unit price for "Superstructure Repair (Formed)".

C. BARRIER REPAIR (FORMED)

1.0 Description. This work will consist of all items necessary to repair barrier curbs as shown in the plans.

2.0 Materials. Concrete for barrier curb repairs shall be Class B-1 and shall be in accordance with Sec 501. Coarse aggregate shall be Gradation E in accordance with Sec 1005.

3.0 Construction Requirements. Construction requirements for removing unsound concrete, preparing the repair area and placement of new concrete shall be in accordance with Sec 704.

4.0 Method of Measurement. Barrier Repair (Formed) shall be measured to the nearest square foot.

4.0 Basis of Payment. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary, shall be considered completely covered by the contract unit price for "Barrier Repair (Formed)".

D. SUPERSTRUCTURE REPAIR (UNFORMED)

1.0 Description. Superstructure Repair (Unformed) shall be in accordance with Sec 704 and as shown on the contract plans. Shotcrete, in accordance with this Special Provision, may be used at the contractor's option for unformed superstructure repairs.

1.1 Shotcrete shall be in accordance with the current requirements of American Concrete Institute (ACI) 506.2-13, "Specification for Shotcrete", except as otherwise specified. Shotcrete shall consist of an application of one or more layers of mortar or concrete conveyed through a hose and pneumatically projected at a high velocity against a prepared surface.

1.2 Shotcrete shall be produced by a dry-mix process. The dry-mix process shall consist of thoroughly mixing all the ingredients except accelerating admixtures and mixing water and conveying the mixture through the hose pneumatically and the mixing water is introduced at the nozzle. For additional descriptive information, the contractor's attention shall be directed to the ACI 506R-16, "Guide to Shotcrete".

JOB SPECIAL PROVISIONS

2.0 Contractor Experience Requirements.

2.1 Workers, including foremen, nozzle men and delivery equipment operators, shall be fully experienced to perform the work.

2.2 Initial qualification of nozzle men will be based ACI or EFNARC certification for the application process being used. The nozzle men shall submit documented proof they have been certified in accordance with the ACI 506.3R-91 "Certification of Shotcrete Nozzle men" or EFNARC "Nozzle man Certification Scheme". The certification shall have been done by an ACI or EFNARC recognized shotcrete testing lab and/or recognized shotcreting consultant and have covered the type of shotcrete to be used (plain dry-mix).

2.3 The contractor may supply one reference project for the project nozzle man in lieu of completing test panels in accordance with Section 5.1 of this Job Special Provision to demonstrate the experience of the nozzle man in similar shotcrete application work. Owner contact information for the reference project shall be provided to allow for the Engineer to confirm satisfactory results.

3.0 Shotcrete Materials.

3.1 Shotcrete materials shall consist of one of the following premixed and packaged materials:

- a) BASF MasterEmaco S 211SP
- b) Euclid Chemical Eucoshot F
- c) King Shotcrete MS-D1
- d) CTS Cement Low-P

3.2 No material testing is anticipated. Acceptance will be based on the prequalified materials listed in this Special Provision, approval of the nozzle man prior to material placement, and visual inspection. If questions arise based from visual examination, placement methods, curing methods or other potentially undesirable influences the Engineer reserves the right to test any material properties listed on the published product data sheet for the material selected. Testing will be done at the contractor's expense.

3.3 Material shall be delivered, stored and handled to prevent contamination, segregation, corrosion or damage.

3.4 Proportioning and Use of Admixtures. Admixtures will not be permitted unless approved by the Engineer.

3.5 Bonding Agents. Bonding agents will not be permitted.

3.6 Air Entrainment. Additional air entrainment admixtures will not be required.

4.0 Construction Submittals.

4.1 At least 15 days before the planned start of unformed superstructure repair, a copy of the following information shall be submitted in writing to the Engineer for review:

- (a) Written documentation of the nozzle men's qualifications including proof of ACI or EFNARC certification;

JOB SPECIAL PROVISIONS

(b) Proposed methods of shotcrete placement and of controlling and maintaining facing alignment including equipment models;

(c) Shotcrete mix; and

(d) One reference project including: Nozzleman's name, material used, process used, and whether a blow pipe was utilized. Owner contact information shall be provided to ensure satisfactory results were accomplished on the reference project; or

(e) A satisfactory test panel shall be provided with the material to be used.

4.2 The Engineer will approve or reject the contractor's submittals within 10 days after the receipt of a complete submission. The contractor will not be permitted to begin formed or unformed substructure repair with Shotcrete until the submittal requirements are satisfied and found acceptable to the Engineer. Changes or deviations from the approved submittals shall be re-submitted for approval. No adjustment in contract time will be allowed due to incomplete submittals.

4.3 A pre-construction meeting scheduled by the Engineer will be held prior to the start of work. Attendance shall be mandatory. The shotcrete contractor shall attend.

5.0 Field Quality Control.

5.1 Production test panels will not initially be required if a reference project for the nozzleman is provided as outlined in Section 2.3 of this Job Special Provision. The Engineer may halt repair work if satisfactory results are not produced by the contractor and require production test panels.

5.2 If a comparable project demonstrating satisfactory results cannot be provided, the skills of the nozzleman shall be demonstrated and tested with at least one production test panel being furnished prior to performing repairs.

5.3 Production Test Panels (If Required).

5.3.1 Qualified personnel shall perform shotcreting and coring of the test panels with the Engineer present. The contractor shall provide equipment, materials and personnel as necessary to obtain shotcrete cores for testing including construction of test panel boxes, field curing requirements and coring.

5.3.2 Production test panels shall be made with the minimum full thickness and dimension of 18 x 18 inch and at least 3½ inch thick with 2-#4 bars placed in each direction. The #4 bars shall be centered in the 3½ inch dimension and evenly spaced in each direction with the bars touching at the four intersecting locations.

5.4 Test Panel Curing, Test Specimen Extraction and Testing.

5.4.1 Immediately after shooting, the test panels shall be field moist cured by covering and tightly wrapping with a sheet of material meeting the requirements of ASTM C 171 until delivered to the testing lab or test specimens are extracted. The test panels shall not be immersed in water. The test panels for the first 24 hours after shooting shall not be disturbed.

JOB SPECIAL PROVISIONS

5.4.2 At the direction of the Engineer at least two 3 inch diameter core samples shall be cut at two of the intersections to ensure consolidation around the bars. If voids are present the material and nozzleman are not approved for use. The contractor may continue with changes to the materials or nozzleman. The same process will be followed until no voids are present.

6.0 Shotcrete Facing Requirements.

6.1 Shotcrete Alignment Control. The final surface of the shotcrete shall maintain the existing concrete plane surface.

6.2 Surface Preparation. In addition to the manufacturer's recommendations, the surfaces to be shotcreted shall be cleaned of loose materials, mud, rebound, overspray or other foreign matter that could prevent or reduce shotcrete bond. Shotcrete shall not be placed on frozen surfaces.

6.3 Delivery and Application. In addition to the manufacturer's recommendations, a clean, dry, oil free supply of compressed air sufficient for maintaining adequate nozzle velocity shall be maintained at all times. The equipment shall be capable of delivering the premixed material accurately, uniformly and continuously through the delivery hose. Shotcrete application thickness, nozzle technique, air pressure and rate of shotcrete placement shall be controlled to prevent sagging or sloughing of freshly applied shotcrete.

6.3.1 The shotcrete shall be applied from the lower part of the area upwards to prevent accumulation of rebound. The nozzle shall be oriented at a distance and approximately perpendicular to the working face so that rebound will be minimal and compaction shall be maximized. Special attention shall be paid to encapsulating reinforcement. Care shall be taken while encasing reinforcing steel and mesh to keep the front face of the reinforcement clean during shooting operations, so that the shotcrete builds up from behind, to encase the reinforcement and prevent voids and sand pockets from forming. If a blow pipe was used to qualify, a blow pipe shall be required. The blow pipe is used to remove rebound and overspray immediately ahead of the nozzle. Rebound shall not be worked back into the construction. Rebound that does not fall clear of the working area shall be removed. Hardened rebound and hardened overspray shall be removed prior to the application of additional shotcrete using abrasive blast cleaning, chipping hammers, high pressure water blasting or other suitable techniques.

6.3.2 When using multiple layer shotcrete construction, the surface of the receiving layer shall be prepared before application of a subsequent layer, by either:

(a) Brooming the stiffened layer with a stiff bristle broom to remove all loose material, rebound, overspray or glaze, prior to the shotcrete attaining initial set.

(b) If the shotcrete has set, surface preparation shall be delayed 24 hours, at which time the surface shall be prepared by sandblasting or high pressure water blasting to remove all loose material, rebound, hardened overspray, glaze or other material that may prevent adequate bond.

6.4 Defective Shotcrete. The Engineer will have authority to accept or reject the shotcrete work. Shotcrete that is not in accordance with the project specifications may be rejected either during the shotcrete application process, or on the basis of tests. Shotcrete surface defects shall be repaired as soon as possible after placement. Shotcrete that exhibits segregation, honeycombing, laminations, voids or sand pockets shall be removed and replaced. In-place

JOB SPECIAL PROVISIONS

shotcrete determined not meeting the published Technical Information for the product used will be subject to remediation as approved by the Engineer. Possible remediation options range from required latex over coating for excessive cracking up to removal and replacement at the contractor's expense

6.5 Construction Joints. Construction joints shall be tapered uniformly toward the excavation face over a minimum distance equal to the thickness of the shotcrete layer. Square joints will not be permitted except at the expansion joint. The surface of the joints shall be rough, clean and sound. A minimum reinforcement overlap at reinforcement splice joints shall be provided. The surface of a joint shall be clean and wet before adjacent shotcrete is applied.

6.6 Final Face Finish. Shotcrete finish shall be a wood float, rubber float, steel trowel or smooth screeded finish.

6.7 Additional Construction Requirements.

6.7.1 If the work to be performed is in the vicinity of a jurisdictional water of the US, care shall be taken to avoid any rebound from entering the regulated waterway.

6.7.2 If the work to be performed is in the vicinity of an enclosed drainage system, care shall be taken to avoid any rebound from entering the drainage system.

6.8 Weather Limitations.

6.8.1 The shotcrete shall be protected if placed when the ambient temperature is below 40°F and falling or when likely to be subject to freezing temperatures before gaining sufficient strength. Cold weather protection shall be maintained until the compressive strength of the shotcrete is greater than 725 psi. Cold weather protection includes blankets, heating under tents or other means acceptable to the Engineer. The temperature of the shotcrete mix, when

deposited, shall be not less than 50°F or more than 85°F. The air in contact with the shotcrete surfaces shall be maintained at temperatures above 32°F for a minimum of 7 days.

6.8.2 If the prevailing ambient temperature conditions (relative humidity, wind speed, air temperature and direct exposure to sunlight) are such that the shotcrete develops plastic shrinkage and/or early drying shrinkage cracking, shotcrete application shall be suspended. The contractor shall reschedule the work to a time when more favorable ambient conditions prevail or adopt corrective measures, such as installation of sun screens, wind breaks or fogging devices to protect the work. Newly placed shotcrete exposed to rain that washes out cement or otherwise makes the shotcrete unacceptable shall be removed and replaced at the contractor's expense.

6.9 Curing. Permanent shotcrete shall be protected from loss of moisture for at least 1 day after placement. Shotcrete shall be cured by methods that keep the shotcrete surfaces adequately

wet and protected during the specified curing period. Curing shall commence within one hour of shotcrete application. When the ambient temperature exceeds 80°F, the work shall be planned such that curing can commence immediately after finishing. Curing shall be in accordance with the following requirements.

(a) Membrane Curing. Membrane curing is required on overhead surfaces that cannot be adequately wet cured. Curing compounds will not be permitted on any surface

JOB SPECIAL PROVISIONS

against which additional shotcrete or other cementitious finishing materials are to be bonded unless the surface is thoroughly sandblasted in a manner acceptable to the Engineer. Membrane curing compounds shall be spray applied as quickly as practical after the initial shotcrete set at rate of coverage of not less than 7.1 square feet per gallon.

7.0 Safety Requirements. Nozzlemen and helpers shall be equipped with gloves, eye protection and adequate protective clothing during the application of shotcrete. Whip checks are required on air lines. The contractor shall be responsible for meeting all federal, state and local safety requirements.

8.0 Method of Measurement. Superstructure Repair (Unformed) shall be measured to the nearest square foot.

9.0 Basis of Payment. Payment for Superstructure Repair (Unformed), including all material, equipment, labor and any other incidental work necessary to complete the work described in this special provision, shall be considered completely covered by the contract unit price for "Superstructure Repair (Unformed)".

E. EMBEDDED GALVANIC ANODES

1.0 Description. This work shall consist of installing galvanic anodes as shown on the plans and testing for electrical continuity, in accordance with this Special Provision.

1.0 Materials.

2.1 Anodes. Anodes shall be discrete embedded anodes with a minimum of 3.5 oz (100 grams) of zinc in compliance with ASTM B418 Type II (Z13000) and ASTM B6 Special High Grade, with iron content of 15 ppm or less, cast around a pair of heat treated steel tie wires and encased in a highly alkaline cementitious shell with a pH of 14 or greater. The anode unit shall contain no added sulfate nor shall it contain chloride, bromide or other constituents that are

corrosive to reinforcing steel. Type A anodes shall be: Galvashield XP2, available from Vector Corrosion Technologies (www.vector-corrosion.com) USA (813) 830-7566; or Engineer approved equal.

2.2 Tie Wires. Tie wires shall be 0.06 inch wire gage or heavier, black annealed wire, with integral loop ties for directly tying to the reinforcing steel.

3.0 Quality Assurance. The Galvanic Anode manufacturer shall provide a qualified technical representative to provide training and oversight for anode installation. Training shall be a minimum of 1 day and include both the Contractor's installation staff and Kansas City Aviation Department representatives responsible for construction inspection/oversight. Additional training will be required if Contractor's installation staff change during the course of the work. Oversight provided by the manufacturer's representative for anode installation shall include, as a minimum, direct supervision of a minimum of 100 Type A anodes. The manufacturer's

representative shall be a NACE qualified CP Technician with verifiable experience in the installation and testing of embedded galvanic protection systems for reinforced concrete structures.

JOB SPECIAL PROVISIONS

4.0 Submittals.

4.1 Contractor shall submit qualifications of Manufacturer's representative, including a copy of NACE certifications and documentation verifying experience in the installation and testing of galvanic protection systems for reinforced concrete structures.

4.2 Contractor shall submit typical galvanic corrosion protection system installation details, including electrical continuity testing and reporting details, and quality control program approved by the Galvanic Anode manufacturer. Submittal shall be approved by the Engineer prior to any field installations.

5.0 Construction Requirements.

5.1 All materials shall be delivered, stored and handled in accordance with manufacturer's instructions.

5.2 Removal and repair of concrete and cleaning and repair of existing reinforcing steel shall be in accordance with Sec 704.

5.3 Galvanic Anode Installation. The embedded galvanic anodes shall be installed in accordance with the following procedures:

(a) Install anode units and repair material immediately following preparation and cleaning of the steel reinforcement.

(b) Anodes shall be installed at regular spacing around the perimeter of the designated repair areas, at maximum spacing as specified in the plans. Anodes shall be installed as close as practical to bar intersections and connected to multiple bars. Anode position shall provide 1 inch minimum clearance between anodes and substrate or greater where may be required to provide complete consolidation of concrete between the anode and substrate. The minimum clear cover over the anode shall be the same as specified for reinforcement.

(c) The tie wire pairs shall be wrapped around the cleaned reinforcing steel multiple times, each wire in opposite directions, and then twisted tight using a rebar tie wire twisting tool or pliers to allow little or no anode movement during concrete placement.

5.4 Electrical Continuity Testing. Electrical continuity of the installed anodes and the reinforcing steel shall be tested as follows:

(a) Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm, Ω) or potential (mV) with a multi-meter. Electrical connection is acceptable if the DC resistance measured with multi-meter is less than 1 Ω or the DC potential is less than 1 mV.

(b) Confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established with steel tie wire. Electrical continuity between bars is acceptable if the DC resistance measured with multi-meter is less than 1 Ω or the potential is less than 1 mV.

JOB SPECIAL PROVISIONS

5.5 Concrete Placement. When placing repair concrete, ensure no voids exist between the individual anodes and the substrate concrete.

5.6 Contractor Responsibility. Contractor shall correct at his own expense all deficiencies in the materials and installation observed by tests and inspections.

6.0 Method of Measurement.

6.1 Anodes. This work will be measured as the number of galvanic anodes installed in accordance with the contract documents or as directed by the Engineer. The accepted number of anodes may differ from the estimated quantity, but the contract unit price shall prevail regardless of the variation.

7.0 Basis of Payment. Payment for concrete removal, steel reinforcement repair/replacement, and concrete repair/replacement will be made under their respective pay items and such payment is not included in this item.

7.1 Payment for all material, equipment, and labor necessary to provide technical representative onsite, furnish, install, connect, and test the anodes, test for and establish electrical continuity of the reinforcing steel and for all other incidental work required to complete the installation as described will be considered completely covered by the contract unit price for "Embedded Galvanic Anode."

F. EPOXY PRESSURE INJECTING

1.0 Description. Surface cracks on all structures shall be pressure injected with epoxy. The Engineer will designate the cracks to be repaired.

2.0 Material.

2.1 Epoxy. The epoxy material shall consist of a two-component system in accordance with the requirements of ASTM C 881, Type IV, Grade 1, except that the viscosity shall be a maximum of 4.5 poise (0.45 Pa·s). The Class designation of the epoxy shall be determined according to the temperature that exists on the job.

2.2 Certification. The contractor shall furnish manufacturer's certification that the material supplied is in accordance with these specifications. The certification shall include or have attached typical test results for all specified properties required by ASTM C 881 for the injecting resin. The Engineer reserves the right to sample and test any or all material supplied.

3.0 Construction Requirements. The surface to receive the epoxy grout shall be cleaned of laitance, grease and foreign matter by sandblasting. The cracks shall be cleaned of debris by using oil-free and water-free compressed air or vacuum. After the cracks are cleaned, the epoxy shall be injected in accordance with manufacturer's recommendations. The temporary surface seal and placement and method of attachment of injection ports shall be in accordance with the epoxy manufacturer's recommendations.

4.0 Method of Measurement. The extent of epoxy pressure injecting may vary from the estimated quantity but the contract unit price shall prevail regardless of the variation. The epoxy pressure injecting will be measured to the nearest linear foot.

JOB SPECIAL PROVISIONS

5.0 Basis of Payment. Accepted quantity of epoxy pressure injecting will be paid for at the contract unit price. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary to complete this item, will be considered completely covered by the contract unit price for “Epoxy Pressure Injecting”.

G. CLEAN, LUBRICATE AND COAT EXISTING BEARINGS

1.0 Description. This work shall consist of raising and supporting the existing superstructure as required at Paris Street and Bern Street to inspect, clean, lubricate and coat existing roller bearings as specified on the plans and as directed by the engineer.

2.0 Construction Requirements.

2.1 Raising and Supporting the Superstructure. Before commencing operations, the contractor shall submit to the Engineer for review the method and sequence of operation proposed to be used in performing this work. The contractor shall exercise caution when supporting the superstructure and shall raise the bridge the minimum extent necessary to perform this work. Raising the superstructure at the abutments shall be done simultaneously to prevent any damage to the adjoining concrete box girders and concrete deck. The lifting operation shall be done only when authorized, but such authorization shall not relieve the contractor of responsibility for the safety of the operation or for damage to the structure. Any damage caused by the contractor’s operations shall be repaired at the contractor’s expense as approved by the Engineer.

2.2 Cleaning, Lubricating and Coating. Bearings shall be cleaned in accordance with Sec 1081. After cleaning and just prior to resetting the bearings, contact surfaces between the bearing pin and roller shall be given a heavy coat of a graphite grease with a minimum of twenty percent graphite. After bearings are reset, the bearings shall receive a final cleaning, prime coat and finish coat. Prime coats and finish coats shall be System G in accordance with Sec 1081.

3.0 Method of Measurement. Measurement for cleaning, lubricating and coating existing bearings will be made per each.

4.0 Basis of Payment. When required, payment for furnishing any new bearing material will be in accordance with Sec 109. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary to complete this item, will be considered completely covered by the contract unit prices for “Cleaning, Lubricating and Coating Bearing” per each.

H. FIBER REINFORCED POLYMER WRAP

1.0 Description. This provision contains description of work required to apply carbon or glass fiber reinforced polymer (FRP) composite wrap to the concrete box girders at Paris Street and Bern Street to the limits shown in the plans.

2.0 Material.

2.1.1 The contractor shall provide a unidirectional, high-strength fiber fabric fully saturated with compatible epoxy resin per manufacturer’s recommendations. FRP provided shall meet or

JOB SPECIAL PROVISIONS

exceed ASTM D3039 test procedure requirements (tensile modulus, stress and strain) as determined from independent laboratory testing.

FRP Fiber Wrap systems approved for use on this repair include:

Sika - SikaWrap Hex 103C (unidirectional – one layer). Material is field laminated using Sikadur 300, Sikadur Hex 300/306 or Sikadur Hex 330 epoxy

Fyfe - Tyfo® SCH-41 Composite (unidirectional – one layer). Tyfo® SCH-41 Composite with Tyfo® S Epoxy and Tyfo® SCH-41 reinforcing fabric.

BASF – MBRACE CF130 (unidirectional - one layer) . MBRACE CF130 Composite with MBRACE Primer Putty, saturant and topcoat epoxy and MBRACE CF130 reinforcing fabric.

Other systems may be submitted for approval by the Engineer.

2.1.2 The contractor shall provide a flexible, waterproofing, non-vapor barrier protective top coating compatible with the FRP manufacturer’s recommendations to protect the FRP from ultraviolet radiation and heavy abrasion with a design life of 50 years. This protective top coating shall closely match the gray color appearance of the existing concrete color.

2.2 Product Data. Manufacturer’s product data including physical and chemical characteristics, material specifications for each component, limitations on use of the system, construction or application specifications, maintenance instructions and general manufacturer’s recommendations regarding each system shall be provided. Product data on the proposed primer, putty, resin, saturant, and carbon or glass fiber shall be included. Testing information on the combination of the proposed carbon or glass fiber reinforcement and epoxy when used together as a system shall be provided. The contractor shall provide certifications by the producers of the materials that all materials supplied are in accordance with all the requirements and standards of the appropriate ASTM and other agencies. Manufacturer’s Material Safety Data Sheets (MSDS) for all materials to be used shall be provided.

2.3 Contractor Submittals. The contractor shall submit the following documentations and obtain approval 30 days before work commences.

2.3.1 Contractor Qualifications. The contractor shall provide a manufacturer’s certification of technical training, FRP system selected, project supervisor, and documentation showing the contractor has been certified or approved by the manufacturer of the FRP system. A contractor specializing in the supply and installation of FRP repair systems with minimum of 5 years of documented experience or 25 documented similar field applications with acceptable reference letters from respective owners in performing FRP composite retrofits shall perform the work. A trained project supervisor shall remain at the work site at all times to instruct the work crew in the FRP application procedures.

2.3.2 Shop Drawings. Shop drawings shall be submitted signed and sealed by a Missouri Professional Engineer in accordance with Sec 107 for Authentication of Certain Documents. Shop drawings shall include the detail of types, locations, dimensions, number of layers and splice details and orientation of all FRP materials and coatings to be installed.

3.0 Construction Requirements.

JOB SPECIAL PROVISIONS

3.1 FRP Wrapping. FRP wrapping along the portion of the member length to be strengthened may be applied continuously or as discrete strips with a maximum of 12" spacing centerline to centerline. Fibers in the FRP in its final position on the concrete component shall be oriented in the direction that maximizes the effectiveness of the FRP reinforcement. Anchorage shall be required per the manufacturer's recommendation. Additional horizontal strips of FRP shall not be used as anchorage for FRP shear reinforcement.

3.2 Concrete Moisture Requirement. The surfaces of the concrete to receive the FRP composite shall be reasonably dry based on the following test. A 3 x 3 foot polyethylene sheet shall be taped to the existing concrete surface. If moisture collects on the underside of the polyethylene sheet before the epoxy would cure, the concrete shall be allowed to dry longer. The concrete surface shall pass this test before the FRP can be applied.

3.3 Surface Preparation. Superstructure Repair (Formed), Superstructure Repair (Unformed) and Epoxy Pressure Injecting on the box girders shall be completed to restore surfaces to their original dimensions. The new concrete in the substructure repair areas shall cure for a minimum of 28 days before the FRP is applied. Concrete surfaces of existing or patched concrete to receive an application of FRP material shall be prepared by abrasive blasting or grinding to remove existing laitance and expose aggregate to a minimum ICRI-CSP3 concrete surface profile. All FRP contact surfaces shall have all laitance, dust, dirt, oil, curing compound, existing coatings and any other foreign matter removed that could interfere with the bond between the FRP system and the concrete. Localized out-of-plane variations, including form lines, shall not exceed the smaller of 1/32 inch or the tolerances recommended by the FRP manufacturer's recommendation. Sharp and chamfered corners shall be rounded off to a minimum radius of 1/2 inch by grinding or forming with the system's thickened epoxy. Variations in the radius along the vertical edge shall not exceed 1/2 inch for each foot of length.

3.4 Installation of FRP. The concrete and atmospheric temperatures shall be between 40°F and rising and 90°F and falling during installation of the FRP. Tension adhesion testing shall be conducted using ASTM D7234 with the strengths reaching 200 psi. Any failure shall exhibit failure of the concrete substrate before failure of the adhesive. Tension adhesion testing shall cease when strengths reach 200 psi. Any failure of the concrete substrate and/or FRP

adhesion shall be repaired at the contractor's expense and as directed by the Engineer. Two adhesion tests shall be performed for each location having FRP being applied. The FRP shall be installed in accordance with the manufacturer's written recommendations and as required by the job special provisions.

4.0 Method of Measurement. This work will be completed on a per square foot basis.

5.0 Basis of Payment. The contractor is responsible for visiting the site and appropriately familiarizing themselves with the work to bid the repair items outlined in this provision. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary, will be considered completely covered by the contract unit price for "Fiber Reinforced Polymer Wrap".

I. WEEP DRAIN CLEAN AND REPAIR

1.0 Description. This provision contains description of work required to clean and repair the weep drains located along the terminal bridge abutment walls and adjacent retaining walls as shown in the plans.

JOB SPECIAL PROVISIONS

2.0 Construction Requirements. Weep drains shall be cleared of debris and cleaned by hand-tooling methods. Prior to cleaning, visible deposits of oil, grease or other materials shall be removed in accordance with SSPC-SP 1 or other agreed-upon methods. Use hand wire brushing, hand scraping or other similar non-impact methods to remove all loose mill scale, all loose or non-adherent rust, and all loose paint. If approved by the owner, use power tools or blast cleaning as a substitute cleaning method. Deposits on the wall surface below the drains shall be removed in accordance with manufacturer's recommendations for Concrete Protective Coating (Epoxy) (see Section L).

3.0 Method of Measurement. Measurement for cleaning and restoring weep drains shall be per each.

4.0 Basis of Payment. Payment for all labor, equipment and all other incidental work necessary to complete this item will be considered completely covered by the contract unit price for "Weep Drain Clean and Repair" per each.

J. CONCRETE FLUME

1.0 Description. This provision describes the work required to install the concrete flume along the spill slope at Bern Street as shown in the plans.

2.0 Materials and Construction Requirements. All material and construction requirements shall be in accordance with Sec 609.10 for "Concrete Curb, Gutter and Paved Ditch".

3.0 Method of Measurement. Installation of the concrete flume including subgrade preparation, complete in place, will be measured to the nearest linear foot.

4.0 Basis of Payment. Payment shall be made at the contract unit price as shown in the contract for this item complete in place. Payment will be considered full compensation for all materials, equipment, and labor required to complete this work.

K. CONCRETE SLOPE PROTECTION REPAIR

1.0 Description. This provision describes the work required to mudjack and repair the concrete slope protection at the east abutment for the Bern Street bridge.

2.0 Materials. Grout or high density polyurethane for mudjacking procedures shall be in accordance with Sec 625. The repair area as specified on the plans shall be a formed repair with concrete in accordance with Sec 704.

3.0 Construction Requirements. Construction requirements for mudjacking operations shall be in accordance with Sec 625. Construction requirements for formed repairs shall be in accordance with Sec 704.

4.0 Method of Measurement. No measurement will be made.

5.0 Basis of Payment. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary, will be considered completely covered by the contract lump sum price for "Concrete Slope Protection Repair".

JOB SPECIAL PROVISIONS

L. CONCRETE PROTECTIVE COATING (EPOXY)

1.0 Description. This provision describes the work required to coat concrete surfaces as shown in the plans.

2.0 Materials. This protective coating shall consist of a two-component, modified polyamide converted epoxy gray in color. The contractor shall use an epoxy material suitable for application to obtain a minimum coating thickness of 6 mils, dry film without runs or sags when applied to a vertical concrete surface. Pot life and method and time of cure shall be in accordance with the manufacturer's recommendation. The material shall be suitable for outdoor exposure and shall be resistant to deterioration by ultraviolet light. Additives for ultraviolet stabilization shall not be added after the original manufacturing process. The material shall have a minimum shelf life, in unopened containers, of at least six months from the date of delivery. The contractor shall use one of the following products:

- Epoxy Grip 2000 (U.S. Coatings)
- Pilgrim Plastic Epoxy Polyamide (Pilgrim Permocoat, Inc.)
- Carboguard 954 HB (Caroline Co.)

Other products may be submitted for approval by the Engineer.

3.0 Construction Requirements. The coating shall be applied to dry surfaces. The surface preparation and application shall be in accordance with the manufacturer's recommendations. The surface preparation shall include removal of all loose or delaminated concrete, as well as any other contaminants or latent materials. The coating shall be applied to obtain a minimum dry film thickness of 6 mils.

4.0 Method of Measurement. This work will be completed on a per square foot basis.

5.0 Basis of Payment. All labor, equipment and material required to complete this work will be considered completely covered by the contract unit price for "Concrete Protective Coating (Epoxy)" per square foot.

M. PORTABLE TRAFFIC SIGNAL SYSTEM

1.0 Description. This work shall consist of providing and installing temporary traffic signals with lighting. This work shall be performed as specific herein.

1.1 The temporary traffic signal shall have the ability to be continuously monitored remotely, managed, and controlled by the prime contractor. This shall include adjusting signal timing and phasing as necessary. The system shall be accessible via a web interface and shall display video images, signal phase, cycle times, and vehicle counts. All data and video shall be recorded and viewable through the web interface. Video and/or microwave detection shall be required for signal actuation. Each unit shall be equipped with two cameras, with one pointed towards traffic, and one pointed towards the workzone. The contractor is responsible for all arrangements, coordination, and payments to the telecommunication or cellular companies.

1.2 A Clearance Time Extender System shall be included that detects slow moving vehicles and extend the red clearance interval accordingly. If traffic has not cleared the work zone by

JOB SPECIAL PROVISIONS

the time that the clearance interval expires, the Clearance Time Extension System shall increase to programmed red time to allow the remaining vehicles to clear the work zone safely. All green indications shall be held until the system no longer detects traffic traveling through the work zone.

1.3 A wireless communication system shall be in place to facilitate synchronized operation of the units and allow for a minimum of a ½ mile separation between the units.

1.4 The contractor and Kansas City Public Works shall be given login access to the web interface to view the operation of the system and to review any history.

2.0 Method of Measurement. No measurement will be made.

3.0 Basis of Payment. Any labor, equipment, time, or materials necessary for Portable Traffic Signal System, shall be considered as completely covered by the lump sum price bid for "Portable Traffic Signal System".

N. MISCELLANEOUS TRAFFIC CONTROL

1.0 Description. This work shall consist of furnishing, installing and maintaining miscellaneous traffic control items such as construction signing, channelizers, temporary striping, flashing arrow panel and any other incidental work required as shown in the plans, except for furnishing and relocating temporary barrier and Portable Traffic Signal System.

2.0 Materials. All material shall conform to Sec 616 and Sec 903.

3.0 Construction Requirements. All construction requirements shall conform to Sec 616 and Sec 903.

4.0 Method of Measurement. No measurement will be made.

5.0 Basis of Payment. All labor, equipment, time, materials and any other incidental work necessary to complete this item shall be considered completely covered by the contract lump sum price bid for "Miscellaneous Traffic Control".

O. KCMO PUBLIC WORKS COORDINATION

1.0 Description. This work shall consist of coordinating traffic signal timing with the City of Kansas City Public Works to minimize delays from lane closures at Paris Street.

2.0 Construction Requirements. The existing traffic signals at the ends of the Paris Street bridge will require timing adjustments to accommodate the staged construction on the bridge. Contractor shall coordinate with City of Kansas City Public Works for adjustments needed.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. All labor, time and any other incidental work required to complete this item shall be considered completely covered by the contract lump sum price for "KCMO Public Works Coordination".

CITY OF KANSAS CITY , MISSOURI
AVIATION DEPARTMENT



PLANS FOR

KANSAS CITY
INTERNATIONAL AIRPORT

AVIATION PROJECT NO. 62220553

LANDSIDE STRUCTURAL REHAB

FINAL PLANS

J. JADE LISKA
DEPUTY DIRECTOR OF
PLANNING & ENGINEERING

INDEX OF SHEETS

SHEET NO.	TITLE
1-7	Paris St. Bridge Sheets
8-12	Paris St. Traffic Control
13-19	Bern St. Bridge Sheets
20-26	Bern St. Traffic Control
27-28	Terminal B Inbound Bridge Sheets
29-30	Terminal B Outbound Bridge Sheets
31-32	Terminal C Inbound Bridge Sheets
33-34	Terminal C Outbound Bridge Sheets
35-36	Terminal B Retaining Wall Sheets
37-38	Terminal C Retaining Wall Sheets

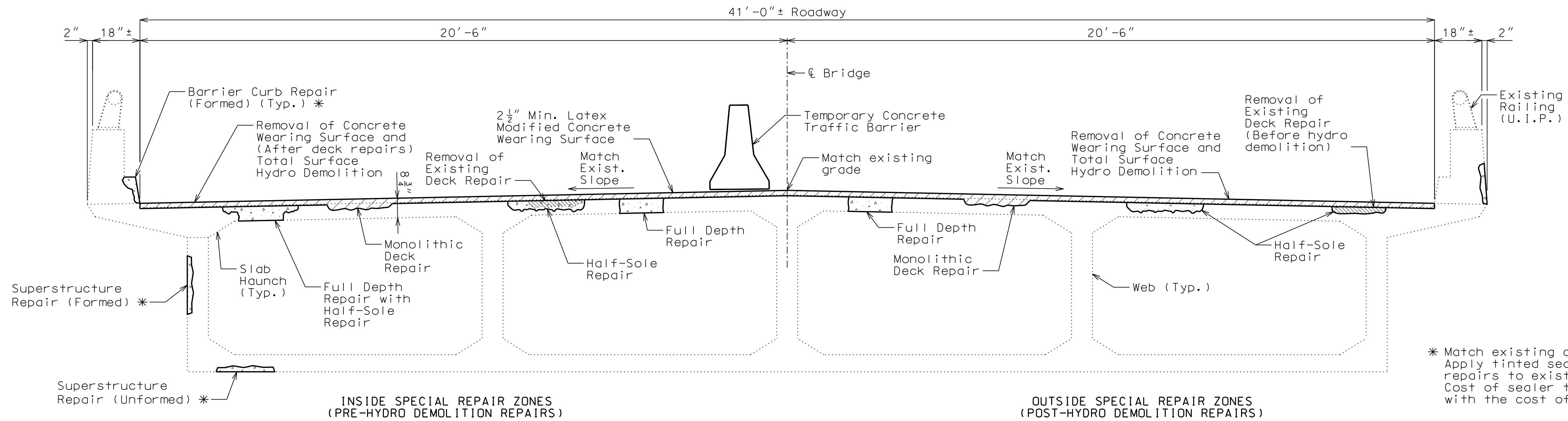
PREPARED AND SUBMITTED BY:



HDR Engineering, Inc.

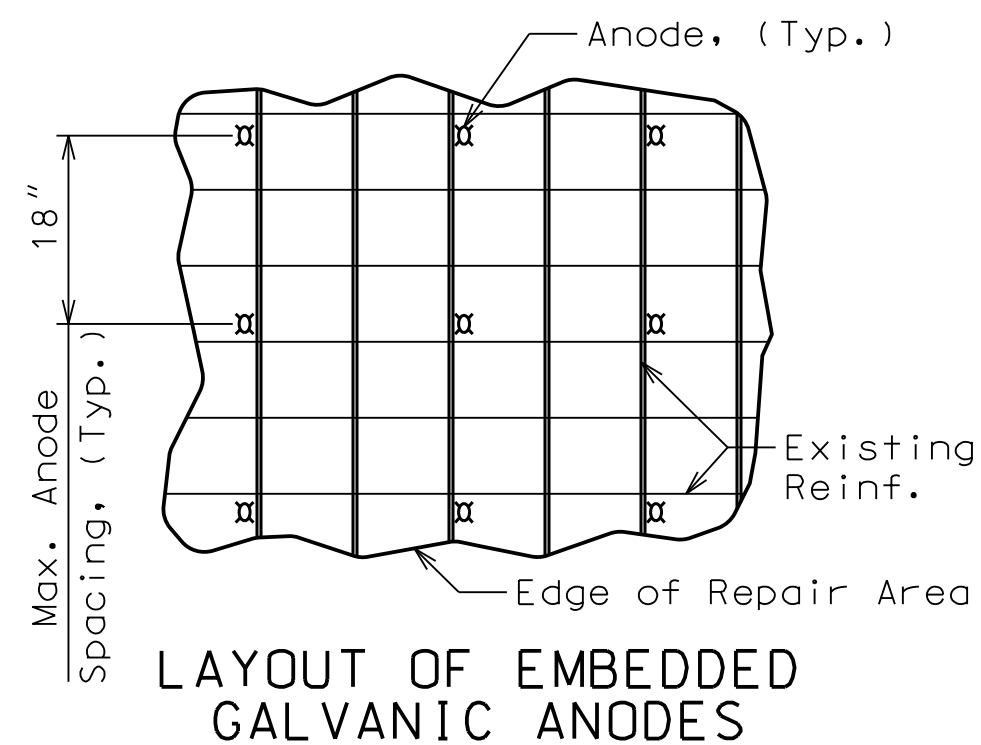
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Certificate of Authority: 000856

U.I.P. AND REHABILITATE EXISTING (89'-104'-104'-89') CONTINUOUS CONCRETE BOX GIRDER SPANS



TYPICAL SECTION THRU EXISTING DECK

ESTIMATED QUANTITIES		
Item	Unit	Total
Total Surface Hydro Demolition	Sq. Yd.	1783
Removal of Concrete Wearing Surface	Sq. Ft.	16,045
Removal of Exist. Exp. Joint & Adj. Concrete	Lin. Ft.	94
Remove and Replace Barrier Curb	Lin. Ft.	10
Latex Modified Concrete Wearing Surface	Sq. Yd.	1783
Substructure Repair (Formed)	Sq. Ft.	48
Superstructure Repair (Formed)	Sq. Ft.	16
Barrier Repair (Formed)	Sq. Ft.	364
Superstructure Repair (Unformed)	Sq. Ft.	26
Half-Sole Repair	Sq. Ft.	1450
Full Depth Repair	Sq. Ft.	200
Epoxy Pressure Injecting	Lin. Ft.	155
Fiber Reinforced Polymer Wrap	Sq. Ft.	55
Embedded Galvanic Anodes	Each	1210
Cleaning, Lubricating and Coating Bearing	Each	4
Strip Seal Expansion Joint System	Lin. Ft.	94



LAYOUT OF EMBEDDED GALVANIC ANODES

GENERAL NOTES:

DESIGN SPECIFICATIONS:
2002 AASHTO LFD (17th Ed.) Standard Specifications
Bridge Deck Rating = 6

DESIGN LOADING
HS20-44 Modified (1967)

DESIGN UNIT STRESSES:
Class B2 Concrete (Deck Repair Concrete) $f'_c = 4,000$ psi.
Class B1 Concrete (Barrier Curb) $f'_c = 4,000$ psi.
Reinforcing Steel (Grade 60) $f_y = 60,000$ psi.

JOINT FILLER:
All joint filler shall be in accordance with Sec 1057 for preformed sponge rubber expansion and partition joint filler, except as noted.

CONCRETE REPAIRS:
Epoxy Pressure Injection to be performed where specified on plans. See Special Provisions.

Shotcrete may be used for Superstructure Repair (Unformed). See Special Provisions.

REINFORCING STEEL:
Minimum clearance to reinforcing steel shall be 1-1/2", unless otherwise shown.

Bars bonded in old concrete, not removed, shall be cleanly stripped and embedded into new concrete where possible. If length is available, old bars shall extend into new concrete at least 40 diameters for smooth bars and 30 diameters for deformed bars, unless otherwise noted.

CONCRETE WEARING SURFACE:
In order to maintain grade and minimum thickness of overlay as shown on the plans it may be necessary to use additional quantities of overlay at various locations throughout the structure. The cost of furnishing and installing the overlay will be considered completely covered in the contract unit price, including all additional labor, materials or equipment for variations in thickness of overlay.

TRAFFIC:
Traffic to be maintained on structure. See Construction Staging details on Sheet No. 3.

MISCELLANEOUS:

Outline of old work is indicated by light dashed lines. Heavy lines indicate new work.

Contractor shall verify all dimensions in field before ordering new material.

All concrete repairs shall be in accordance with Sec 704, unless otherwise noted.

For materials and construction procedures, the contractor shall follow the specifications as stated in the "Missouri Standard Specifications for Highway Construction - 2020" and supplemental revisions as maintained by the Missouri Department of Transportation (MoDOT). In addition, refer to the general Job Special Provisions which supersede the "Standard Specifications" for various items on this project.

"Sec" refers to MoDOT standard specification.

EMBEDDED GALVANIC ANODES:

Passive Cathodic Protection of existing reinforcing shall be provided by galvanic anodes, electrically continuous with the reinforcement and embedded in replacement surface concrete. See Job Special Provisions.

Embedded Galvanic Anodes are discrete anodes. They shall be installed around the perimeter of all concrete repair areas of abutment caps, concrete box girders and barrier curbs, with the spacing between anodes in accordance with the layout, and as directed by the engineer.

Anodes shall be mechanically and electrically connected to the reinforcement using attached tie wires. Connection shall provide adequate support to assure anodes will not move during placement of new concrete.

Anode spacing shown in layout is the maximum spacing allowed unless approved otherwise by Engineer. Anodes shall be installed as close as practical to bar intersections, with connections made to both bars. See Layout for typical anode layout. Actual will be determined in field, based on location of existing reinforcement.

Maximum anode spacing shown in layout shall be reduced by 50% in reinforcement spliced areas.

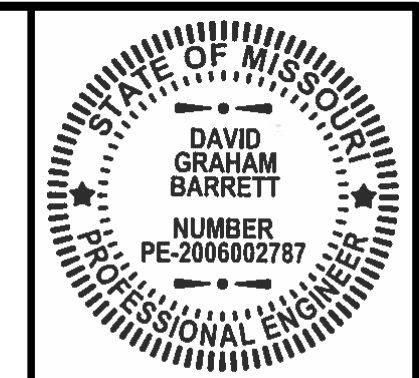
Limits of anode installation shall be the same as limits of Substructure Repair (Formed), Superstructure Repair (Formed), Half-Sole Repair, Full Depth Repair and Barrier Curb Repair (Formed).

Contractor shall verify electrical continuity of reinforcement and connection between anode and reinforcement in accordance with the Job Special Provisions. Any remedial work necessary to establish electrical continuity shall be incidental to the passive cathodic protection items.

Galvanic anode quantity is based on the approximate repair areas.

The cost of all labor, equipment and materials to install the galvanic anodes will be considered completely covered by the contract unit price for Embedded Galvanic Anodes.

REPAIRS TO BRIDGE:
PARIS STREET OVER
COOKINGHAM DRIVE



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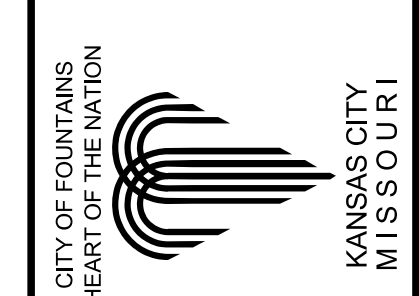
DATE PREPARED 12/10/2021

STATE MO
DISTRICT KC SHEET NO. 1
COUNTY PLATTE
AVIATION PROJECT NO. 62220553
CONSULTANT PROJECT NO. 200447-02

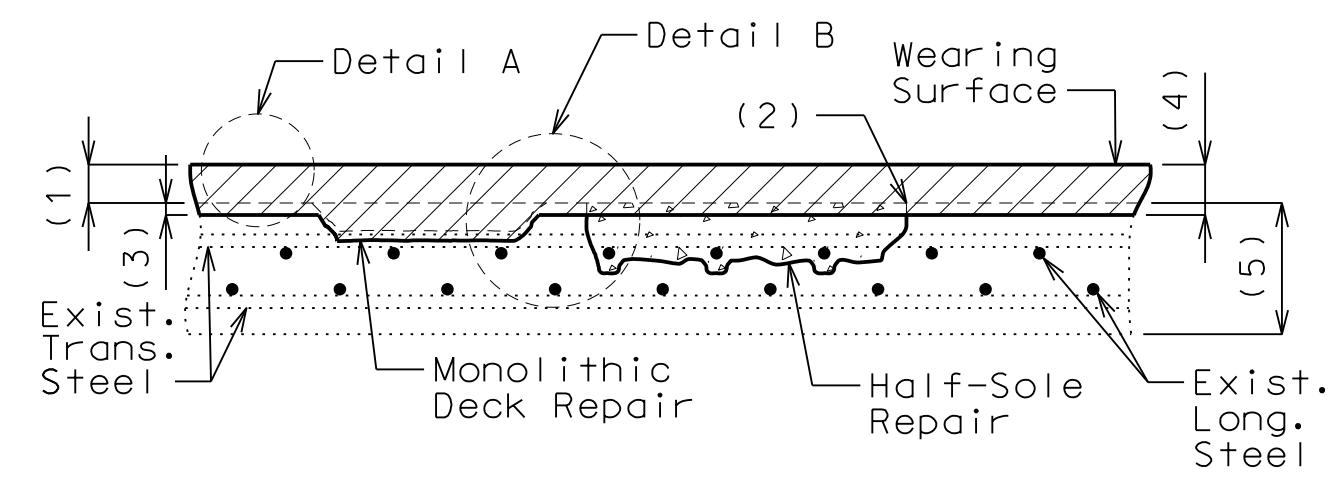
BRIDGE NO. N199B31

DESCRIPTION	DATE

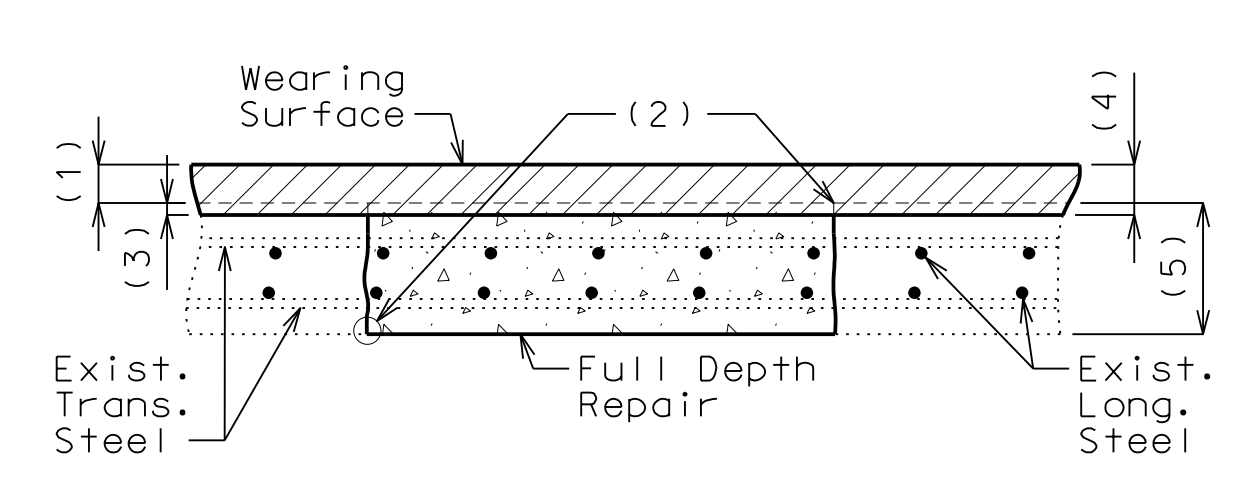
CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



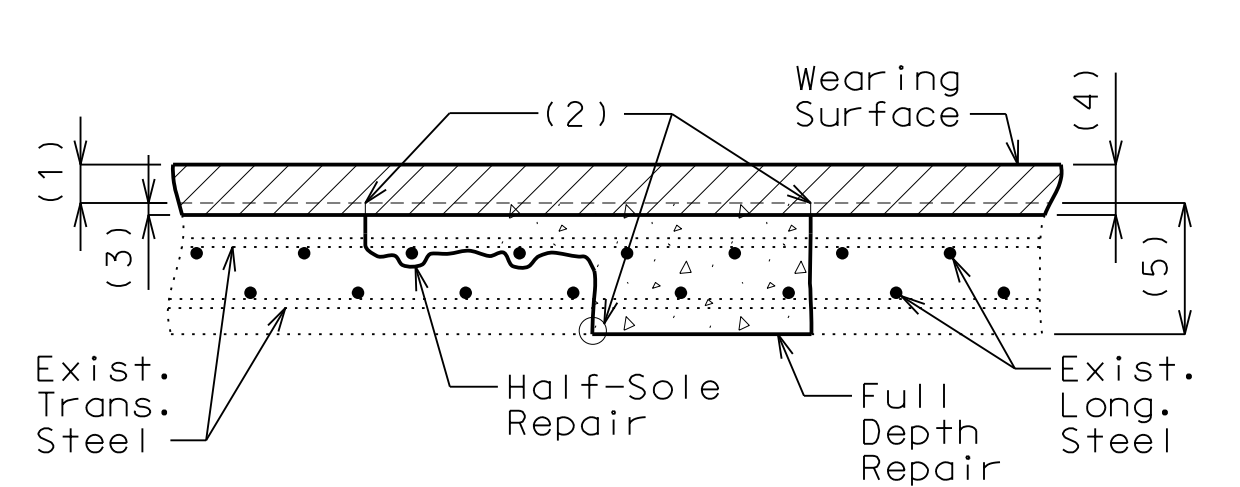
HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
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MONOLITHIC AND HALF-SOLE REPAIR

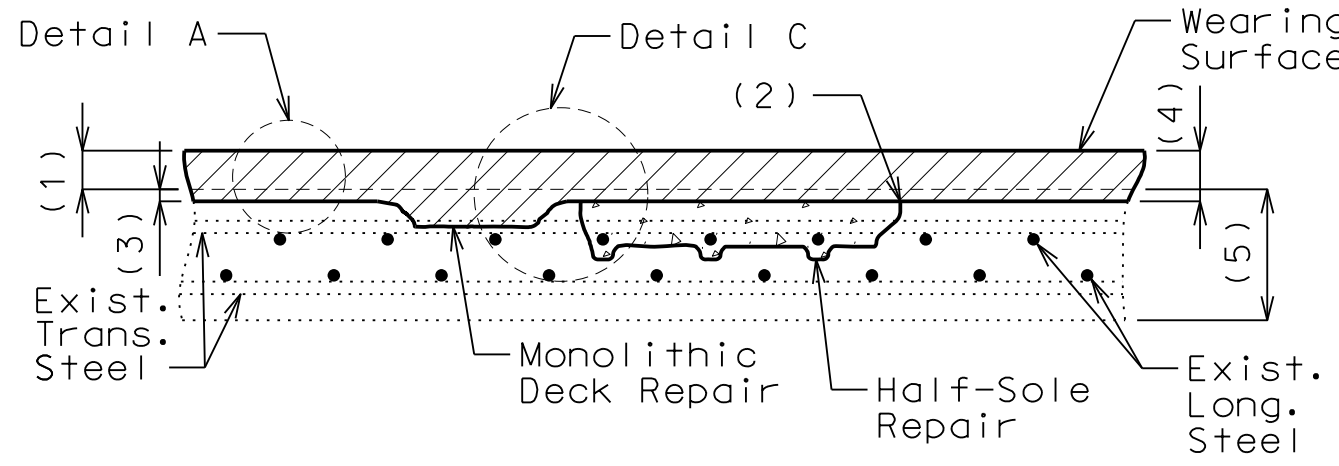


FULL DEPTH REPAIR

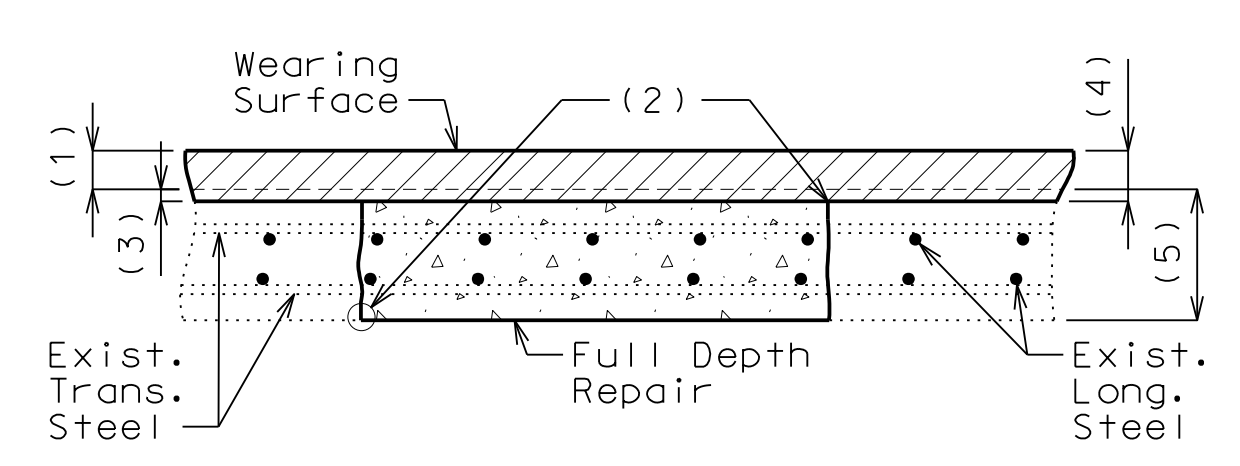


FULL DEPTH REPAIR WITH HALF-SOLE REPAIR

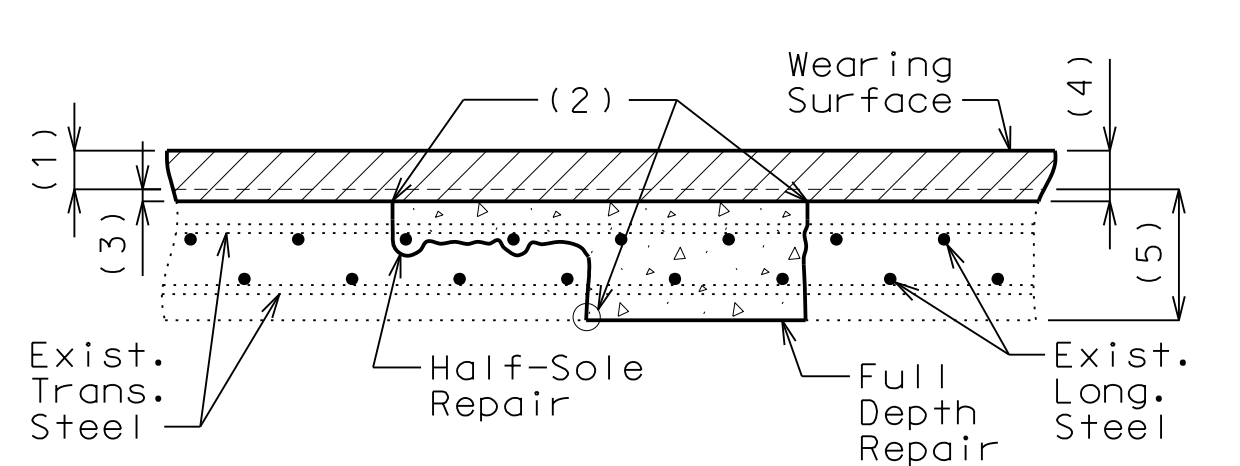
DECK REPAIR INSIDE SPECIAL REPAIR ZONES (BEFORE HYDRO DEMOLITION)



MONOLITHIC AND HALF-SOLE REPAIR

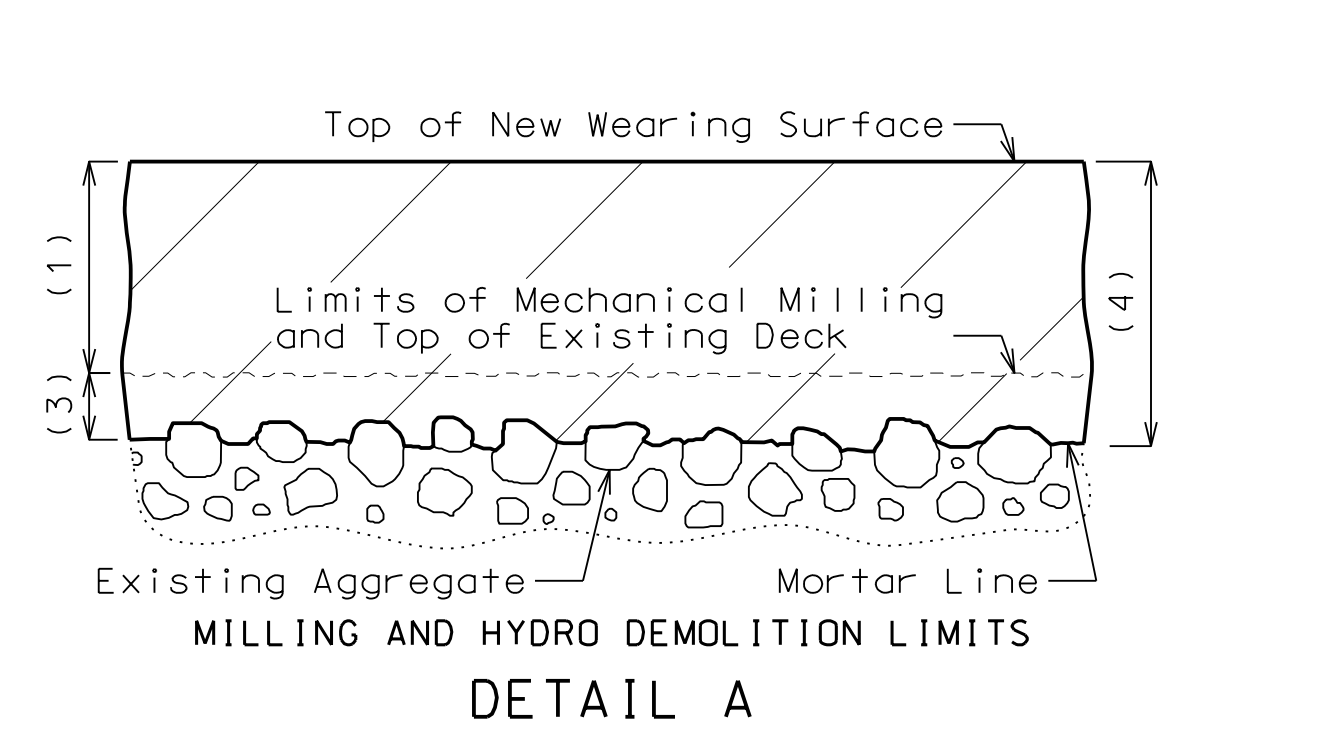


FULL DEPTH REPAIR

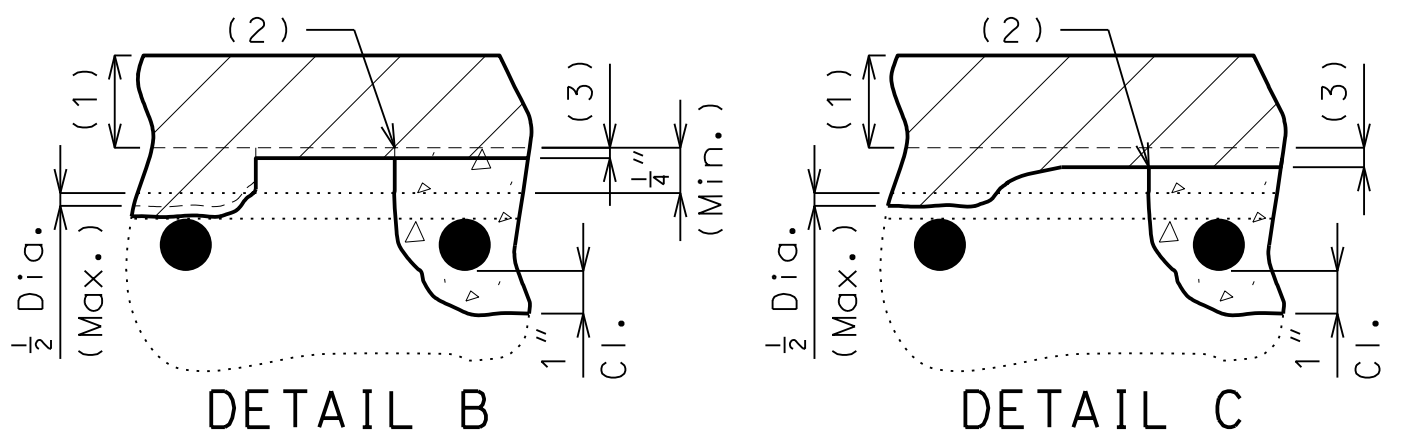


FULL DEPTH REPAIR WITH HALF-SOLE REPAIR

DECK REPAIR OUTSIDE SPECIAL REPAIR ZONES (AFTER HYDRO DEMOLITION)



DETAIL A



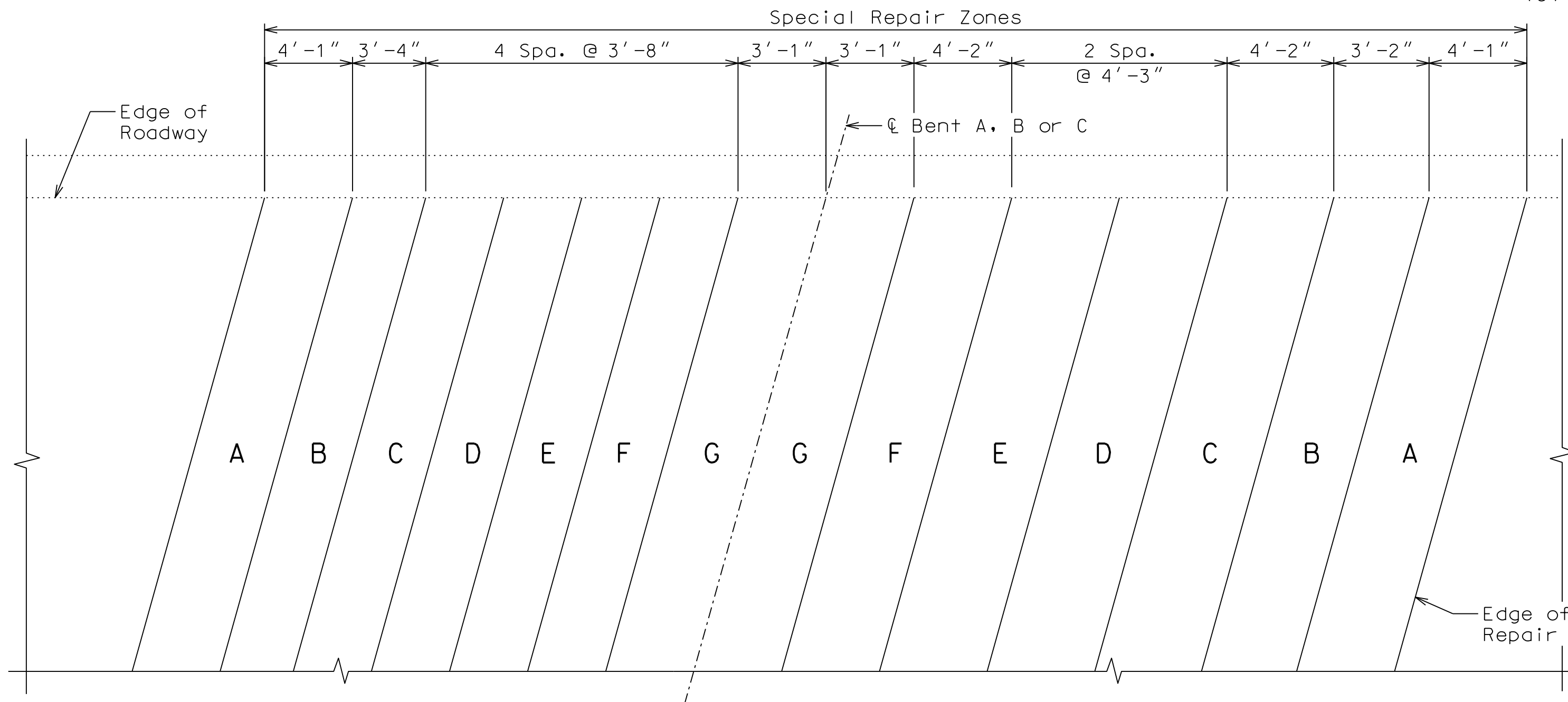
DETAIL B

DETAIL C

Monolithic deck repair shall be used when only half the diameter or less of the top bar is exposed.
Clearance around top bar and around bottom bar at the intersection of top bar shall be required when more than half the diameter of the top bar is exposed.

- (1) Removal of existing 2 1/4"± traprock wearing surface *
- (2) 1" vertical side shall be established outside the deteriorated area.
- (3) Total surface hydro demolition of sound concrete, measured to mortar line:
1/4" minimum inside special repair zones
1/4" minimum outside special repair zones
- (4) Latex modified concrete wearing surface:
2 1/2" minimum inside special repair zones
2 1/2" minimum outside special repair zones
- (5) Original thickness of top slab minus previous scarification

* Contractor to verify type and thickness of existing wearing surface.



SPECIAL REPAIR ZONES IN EXTERIOR SPANS

SPECIAL REPAIR ZONES IN INTERIOR SPANS

PART PLAN SHOWING SPECIAL REPAIR ZONES

DECK REPAIR DETAILS

Deck Repair Notes:

Order of Repair:

1. Remove existing wearing surface.
2. Power wash deck to identify sound and unsound existing deck repair.
3. Inside special repair complete the following repairs:
a. Removal of existing deck repair
b. Half-sole repair
c. Full depth repair
4. Outside special repair zones, remove existing deck repair.
5. Complete total surface hydro demolition, removing 1/4" minimum of sound concrete inside and outside special repair zones and all deteriorated concrete outside special repair zones.
6. Sound deck and if needed complete incidental concrete removal.
7. Outside special repair zones, complete the following repairs:
a. Half-sole repair
b. Full depth repair
8. Place new wearing surface including additional material for areas of monolithic deck repair.

Special Repair Zones:

Deck repair required in the areas designated as special repair zones shall be completed before hydro demolition in alphabetical sequence beginning with Zone A. Zones with the same letter designation may be repaired at the same time. Hydro demolition shall not move forward until the repairs in all special repair zones are completed and properly cured.

Any deck repair in areas not designated as a special repair zone shall be completed after hydro demolition.

Removal and deck repair shall be completed in one special repair zone and concrete shall have attained a compressive strength of 3200 psi before work can be started in the next special repair zone.

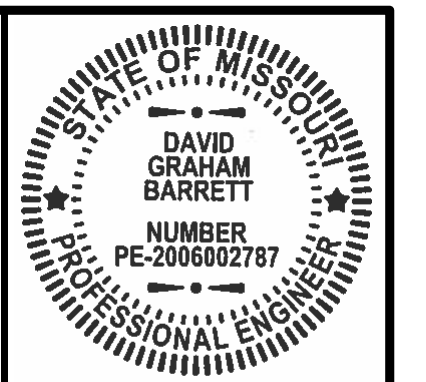
Total width of full depth repair shall not exceed 1/3 of the deck width at one time. For any area of deck repair that extends over a web and is more than 18 inches in length along the web, the concrete removal including removal with hydro demolition shall stop at the centerline of web and repair completed in this area. Prior to continuing work in this area, the concrete shall have attained a compressive strength of 3200 psi. No traffic shall be permitted over the web that is undergoing repair.

When the full depth repair extends over a diaphragm or web and the deteriorated concrete extends into the diaphragm or web, all deteriorated concrete shall be removed and replaced as full depth repair. Concrete in webs shall not be removed below the slab haunch of the girder without prior review and approval from the engineer.

Interior falsework installed by the contractor resting on the bottom slab shall be removed where entry access is available.

If any single repair area does not exceed 9 square feet in size and the total repair area within a special repair zone does not exceed 27 square feet, the special repair zone may be repaired at the same time as an adjacent zone.

Half-sole repair in the special repair zone, on either side of the intermediate bents, shall be to a depth that will not expose half the diameter of the bottom longitudinal reinforcing bar. Full depth repair shall be made when removal of deteriorated concrete exposes half or more of the diameter of the bottom longitudinal reinforcing bar.



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DATE PREPARED 12/10/2021

STATE MO

DISTRICT KC SHEET NO. 2

COUNTY PLATTE

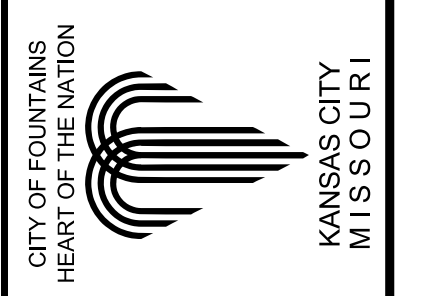
AVIATION PROJECT NO. 62220553

CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N199B31

DESCRIPTION	DATE

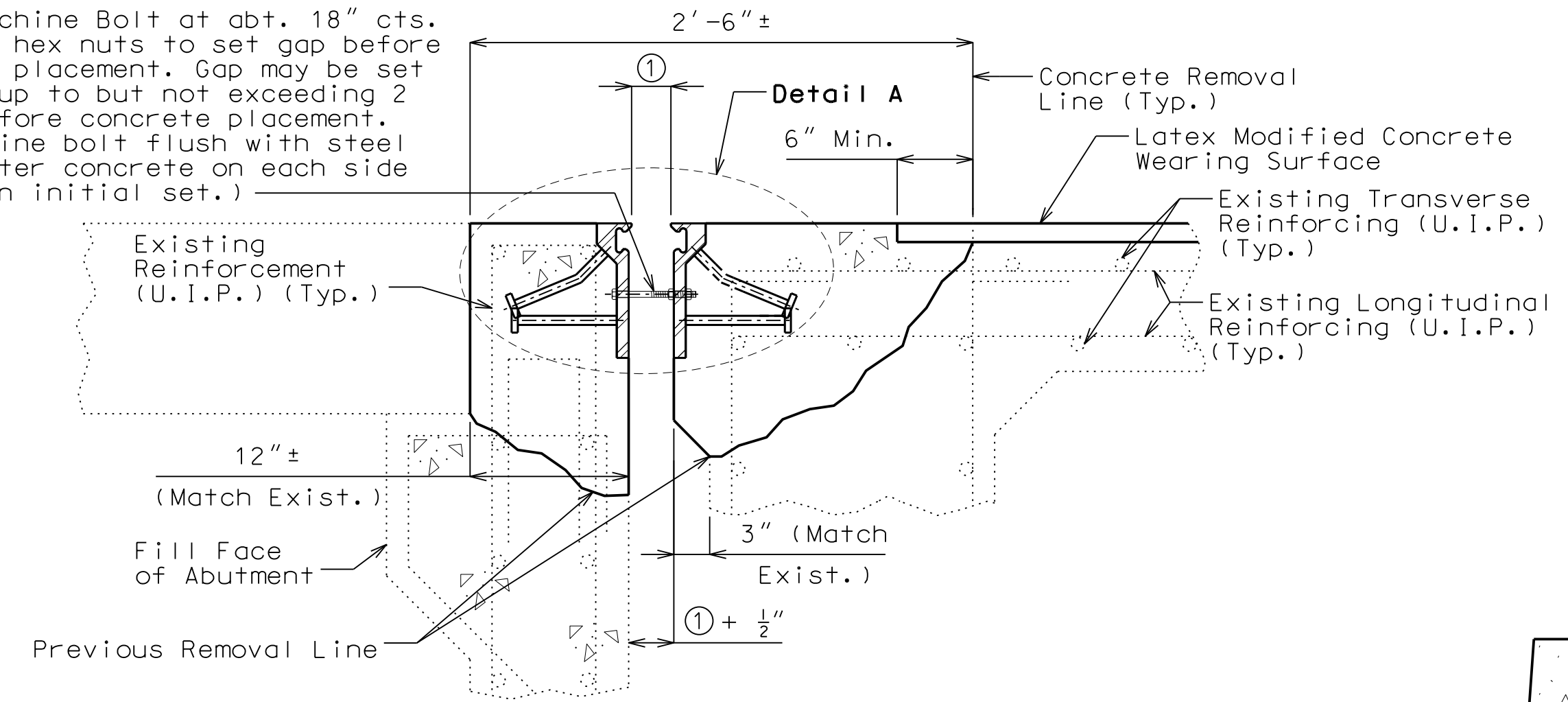
CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



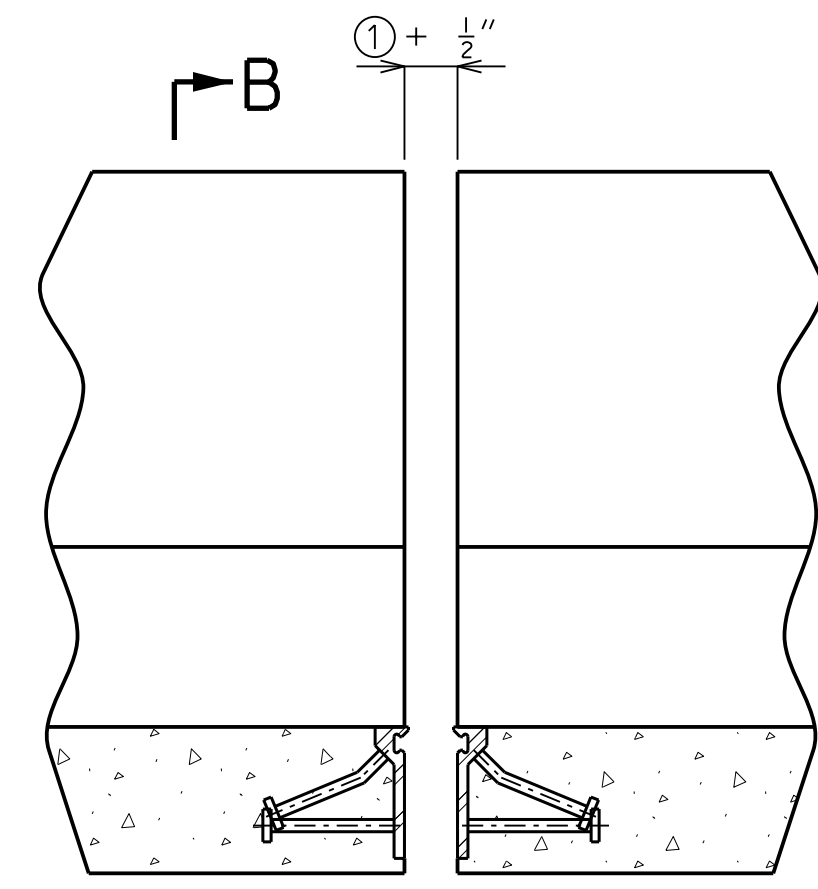
HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000856

REPAIRS TO BRIDGE:
PARIS STREET OVER
COOKINGHAM DRIVE

1/2"Ø Machine Bolt at abt. 18" cts.
(Use two hex nuts to set gap before concrete placement. Gap may be set anytime up to but not exceeding 2 hours before concrete placement. Cut machine bolt flush with steel armor after concrete on each side has taken initial set.)



SECTION A-A
Note: Strip seal gland not shown for clarity.



PART ELEVATION OF BARRIER
Strip seal gland not shown for clarity.

GENERAL NOTES:

Expansion joint system shall be fabricated in one section, except for staged construction and when the length is over 50 feet. A complete joint penetration groove welded splice shall be required. Welds shall be ground flush to provide a smooth surface. The expansion joint system shall be fabricated and installed to the crown and grade of the roadway.

The strip seal gland shall be installed in joints in one continuous piece without field splices. Factory splicing will be permitted for joints in excess of 53 feet.

Structural steel for the expansion joint system shall be ASTM A709 Grade 36 except the steel armor may be ASTM A709 Grade 50W. Anchors for the expansion joint system shall be in accordance with Sec 1037. Strip seal expansion joint system shall be in accordance with Sec 717.

Structural steel for the expansion joint system shall be coated with a minimum of two coats of inorganic zinc primer to provide a total dry film thickness of 4 mils minimum, 6 mils maximum, or galvanized in accordance with ASTM A123. Anchors need not be protected from overspray.

Existing longitudinal reinforcing steel shall be cut so that ends shall be 1" from the vertical leg of the steel armor at the expansion joint system.

Concrete shall be forced under and around steel armor and anchors. Proper consolidation of the concrete shall be achieved by localized internal vibration.

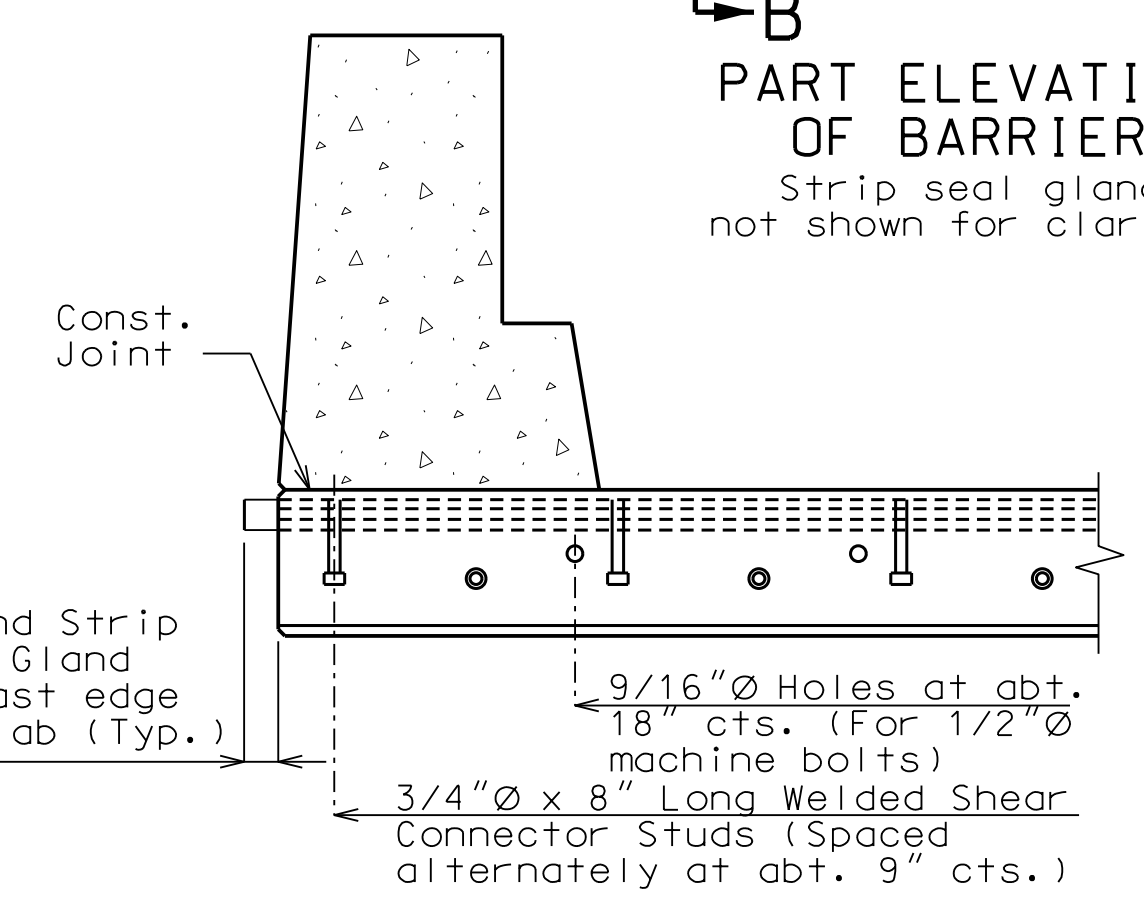
② The installation temperature shall be taken as the actual air temperature averaged over the 24-hour period immediately preceding installation.

③ Construction personnel will indicate the strip seal expansion joint system installed.

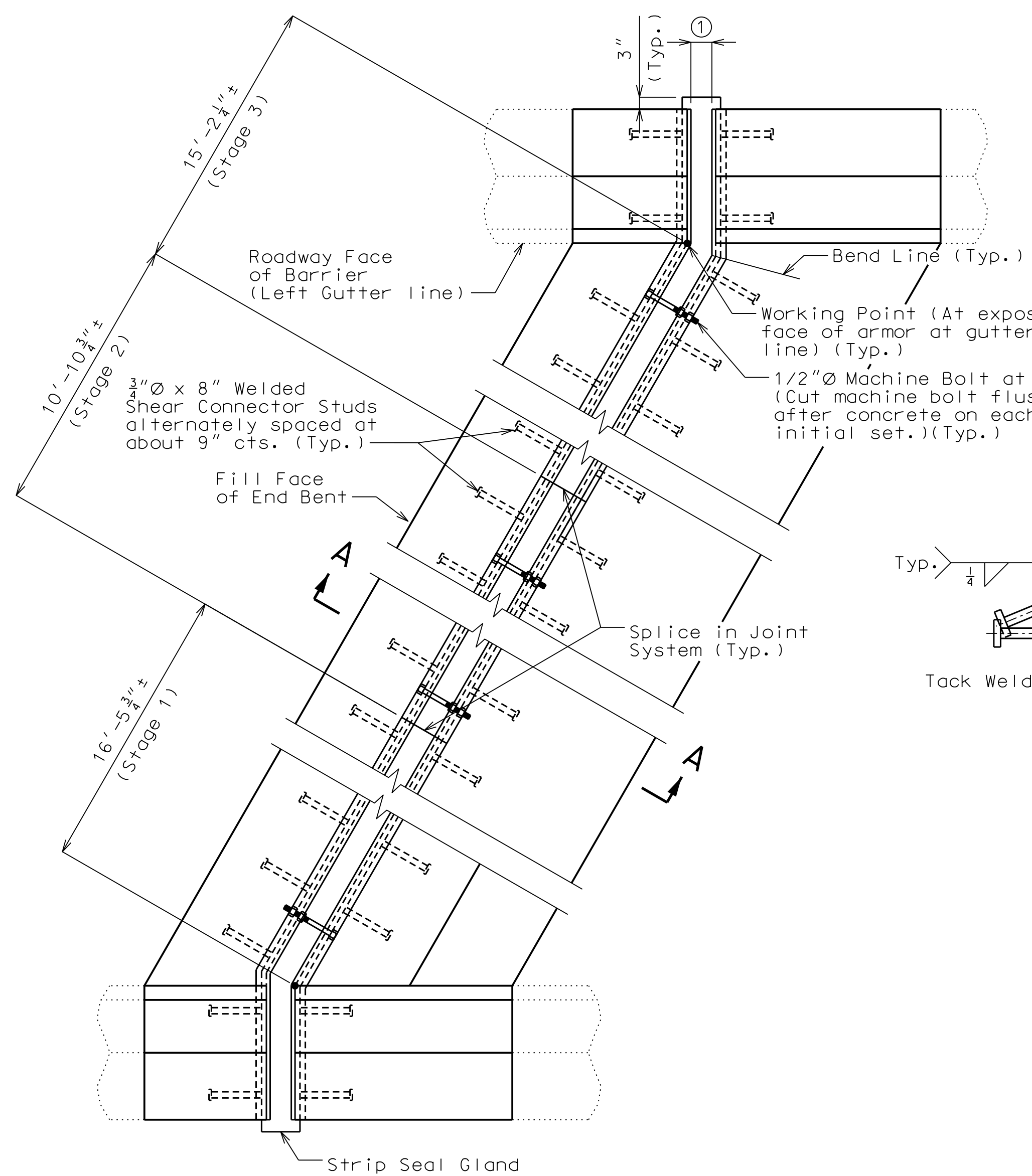
Steel armor may also be referred to as extrusion or rail.

Steel armor shall be supported per the manufacturer's recommendations prior to placement of the concrete.

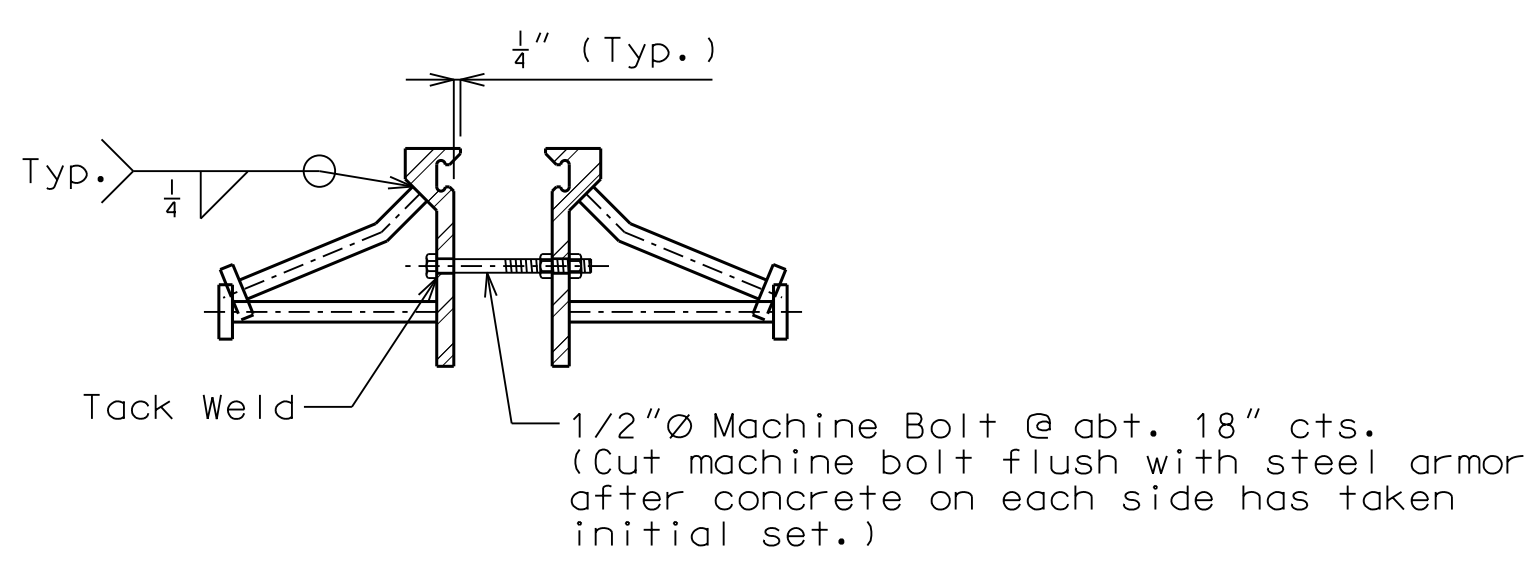
For details and reinforcement of barrier curb replacement, see Sheet No. 7.



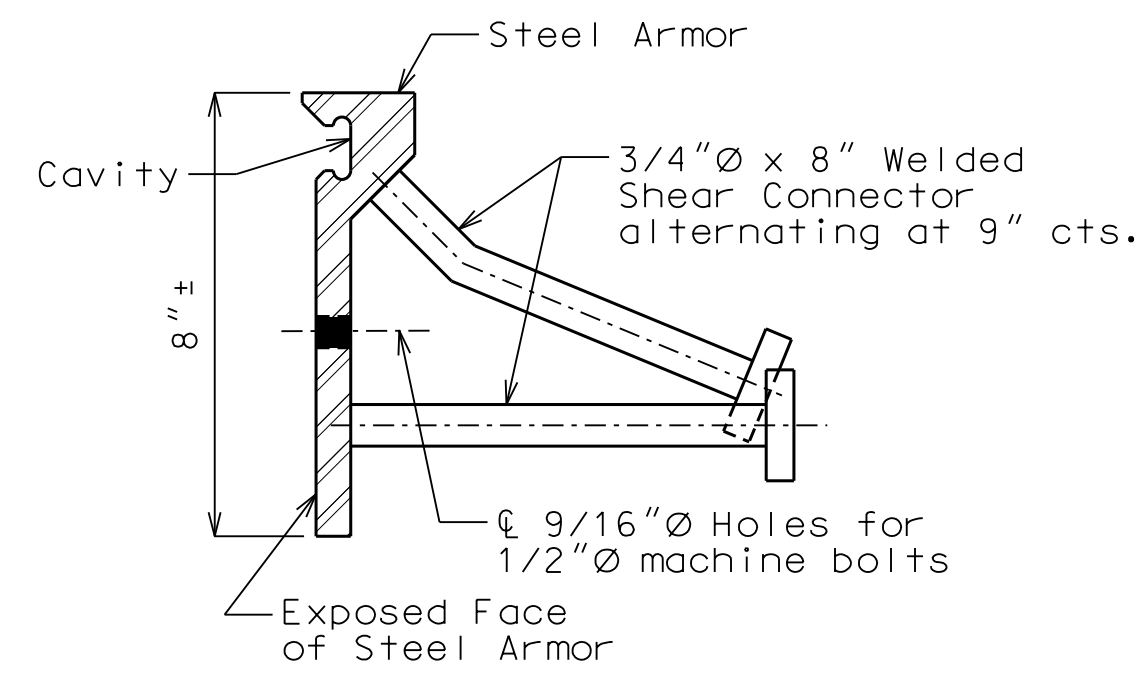
PART SECTION B-B



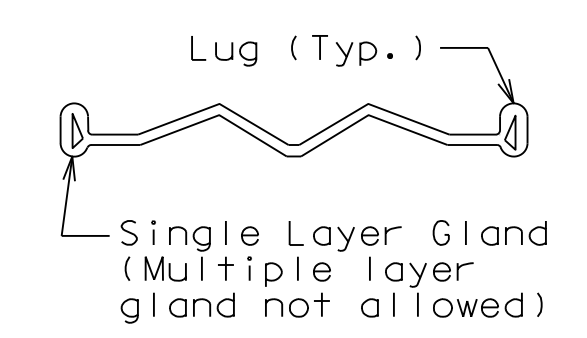
PLAN STRIP SEAL EXPANSION JOINT SYSTEM AT ABUTMENTS



DETAIL A



DETAIL OF JOINT ARMOR



DETAIL OF GLAND

Table of Allowed Transverse Strip Seal Expansion Joint System									
Manufacturer	Strip Seal System (Designated Name)	Movement Parallel to RDWY	① Allowed Installation Gap Normal to Joint at RDWY Surface @ Air/Surface Temperature ②						③
			@ 40°F	@ 50°F	@ 60°F	@ 70°F	@ 80°F	@ 90°F	
D S Brown	Strip seal L2-400	1 11/16"	2 1/2"	2 3/8"	2 1/4"	2 1/8"	2"	1 7/8"	□
Watson Bowman Acme (Wabo)	Strip seal SE-300	1 11/16"	2 1/2"	2 3/8"	2 1/4"	2 1/8"	2"	1 7/8"	□



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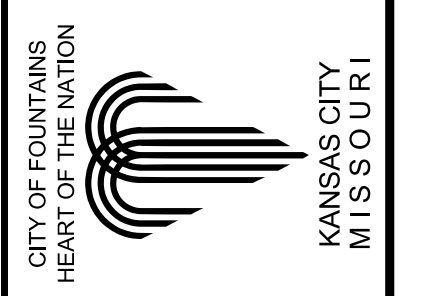
STATE MO DISTRICT KC SHEET NO. 6

COUNTY PLATTE AVIATION PROJECT NO. 62220553 CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N199B31

DESCRIPTION	DATE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000856

REPAIRS TO BRIDGE: PARIS STREET OVER COOKINGHAM DRIVE

Detailed June 2021
Checked June 2021

Note: This drawing is not to scale. Follow dimensions.

Sheet No. 6 of 38

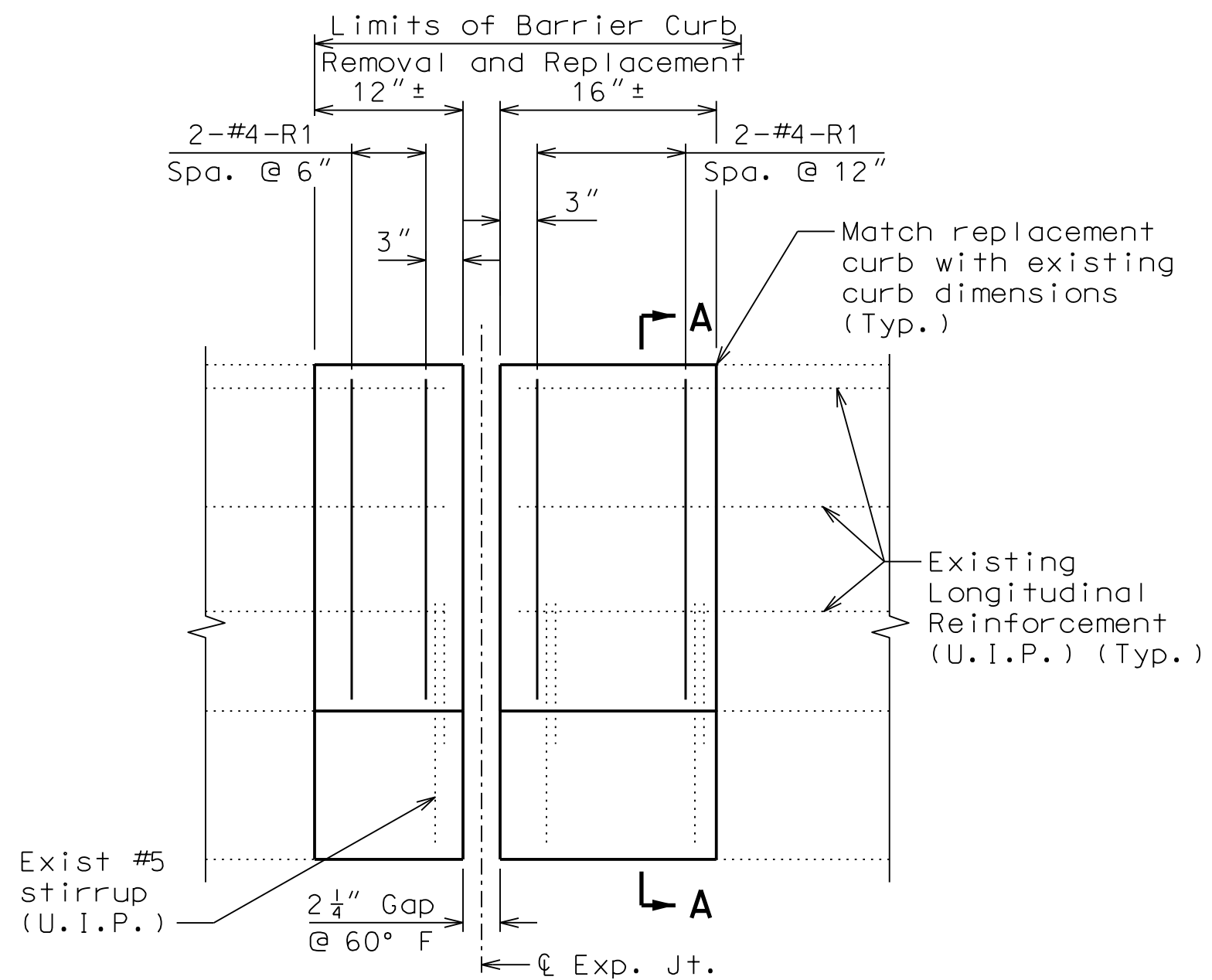


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 DATE PREPARED 12/10/2021
 STATE MO
 DISTRICT KC SHEET NO. 7
 COUNTY PLATTE
 AVIATION PROJECT NO. 62220553
 CONSULTANT PROJECT NO. 200447-02

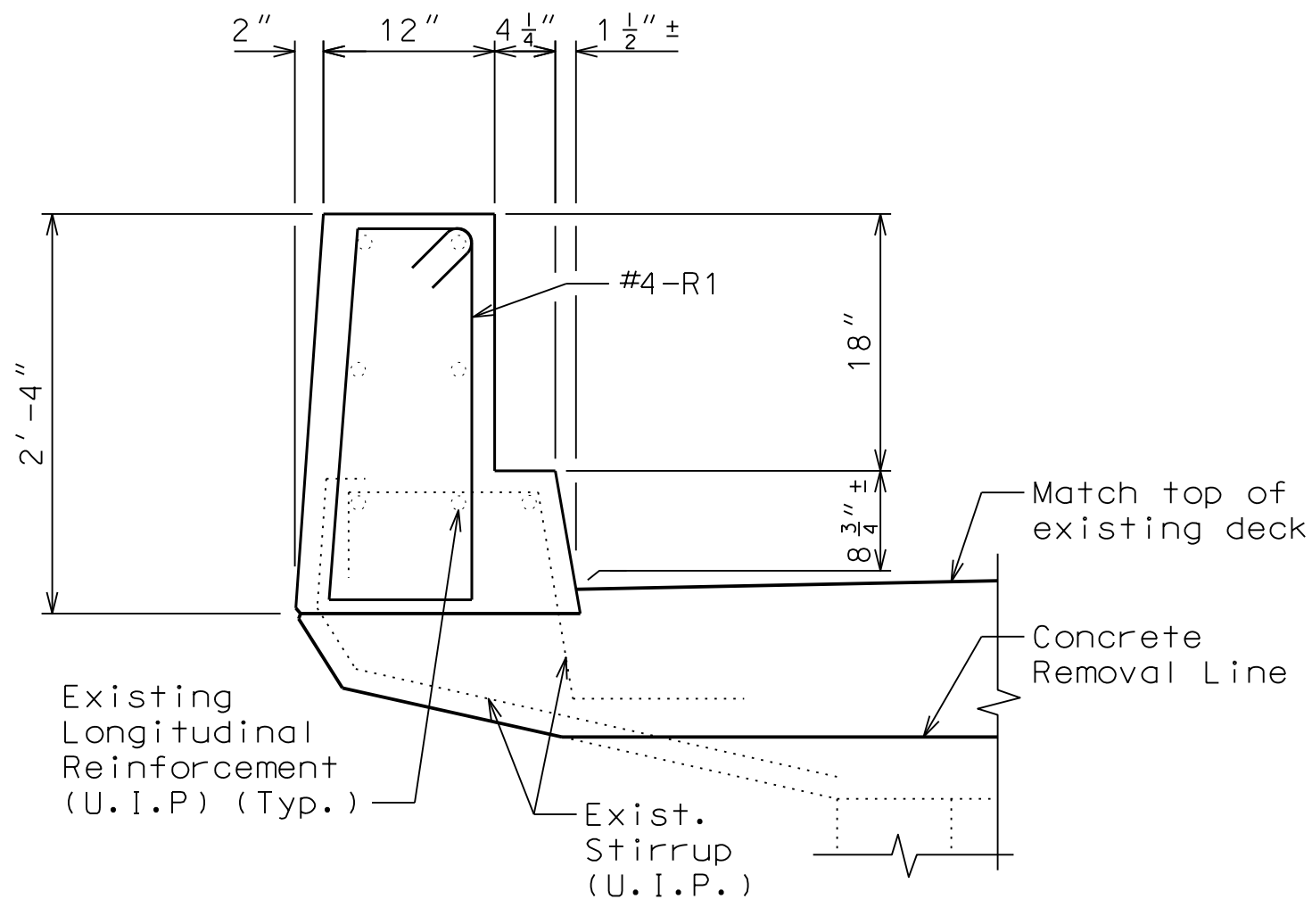
BRIDGE NO. N199B31

NO.	REQ'D.	MARK NO.	LOCATION	NOMINAL LENGTH	ACTUAL LENGTH	WEIGHT
16	4	R1	Barrier Curb	6'-6"	6'-3"	67

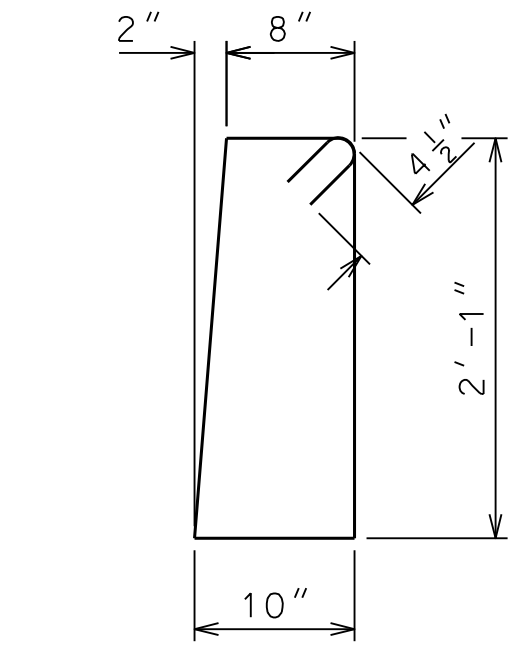
BILL OF REINFORCING STEEL						
NO.	REQ'D.	MARK NO.	LOCATION	NOMINAL LENGTH	ACTUAL LENGTH	WEIGHT
16	4	R1	Barrier Curb	6'-6"	6'-3"	67



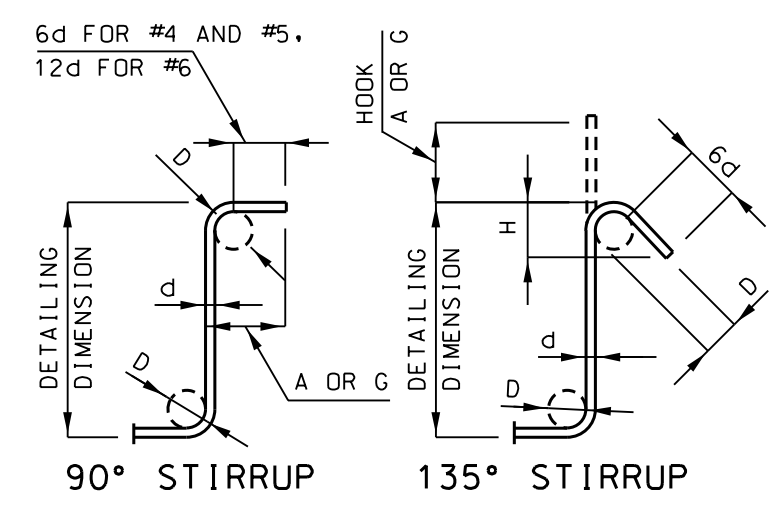
PART ELEVATION SHOWING BARRIER CURB REINFORCEMENT
 (Strip seal not shown for clarity)



SECTION A-A



#4-R1 (16 Required)
BENDING DIAGRAM



STIRRUP HOOK DIMENSIONS				
GRADES 40 - 50 - 60 KSI				
BAR SIZE	D (IN.)	90° HOOK HOOK A OR G	135° HOOK HOOK A OR G	APPROX. H
#4	2"	4 1/2"	4 1/2"	3"
#5	2 1/2"	6"	5 1/2"	3 3/4"
#6	4 1/2"	12"	8"	4 1/2"

NOTE: UNLESS OTHERWISE NOTED DIAMETER "D" IS THE SAME FOR ALL BENDS AND HOOKS ON A BAR.

Notes:

Remove existing stirrups not embedded into deck within limits of Barrier Curb Removal.

Concrete in barrier curb shall be Class B-1.

The concrete for slab and backwall replacement shall be Class B-2.

Measurement of barrier curb is to the nearest linear foot, measured along the outside top of slab within the limits shown.

For details of strip seal, see Sheet No. 6

All exposed edges of new barrier curb shall match existing barrier curb.

Remove and dispose of existing curb plates. See Sec 216.

Payment for curb removal, new curb concrete and reinforcing at expansion joints will be considered completely covered by the contract unit price for "Remove and Replace Barrier Curb".

All labor, materials and equipment necessary to complete barrier curb repairs as shown will be considered completely covered by the contract unit price for Barrier Repair (Formed). See Special Provisions.

All labor, materials and equipment necessary to complete the crack repairs will be considered completely covered by the contract unit price for Epoxy Pressure Injecting per linear foot. See Special Provisions.

Repair areas and crack lengths shown are approximate. Repairs shall be made based on the condition of the structure at the time of repair.

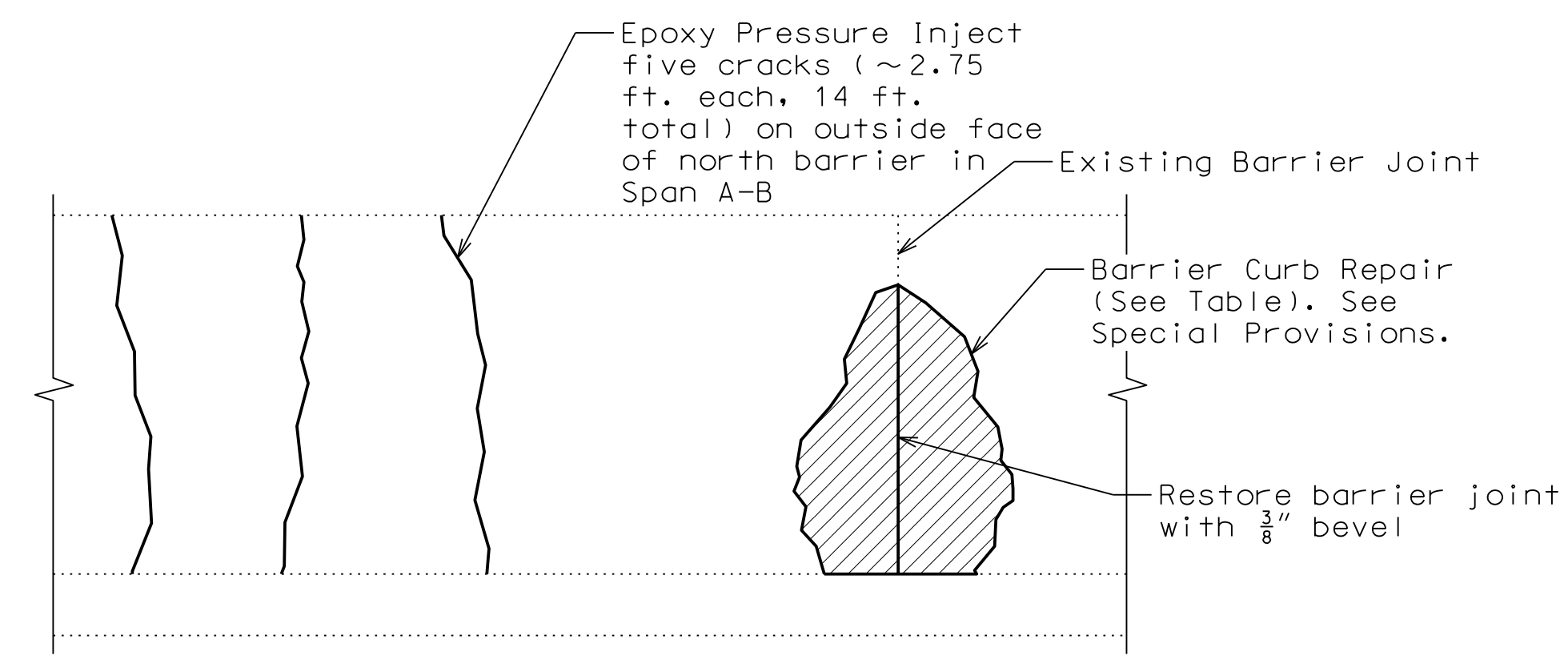
See existing bridge plans for bent location and designation.

Nominal bar lengths are based on out to out dimensions shown in bending diagrams and are listed for fabricator's use (nearest inch).

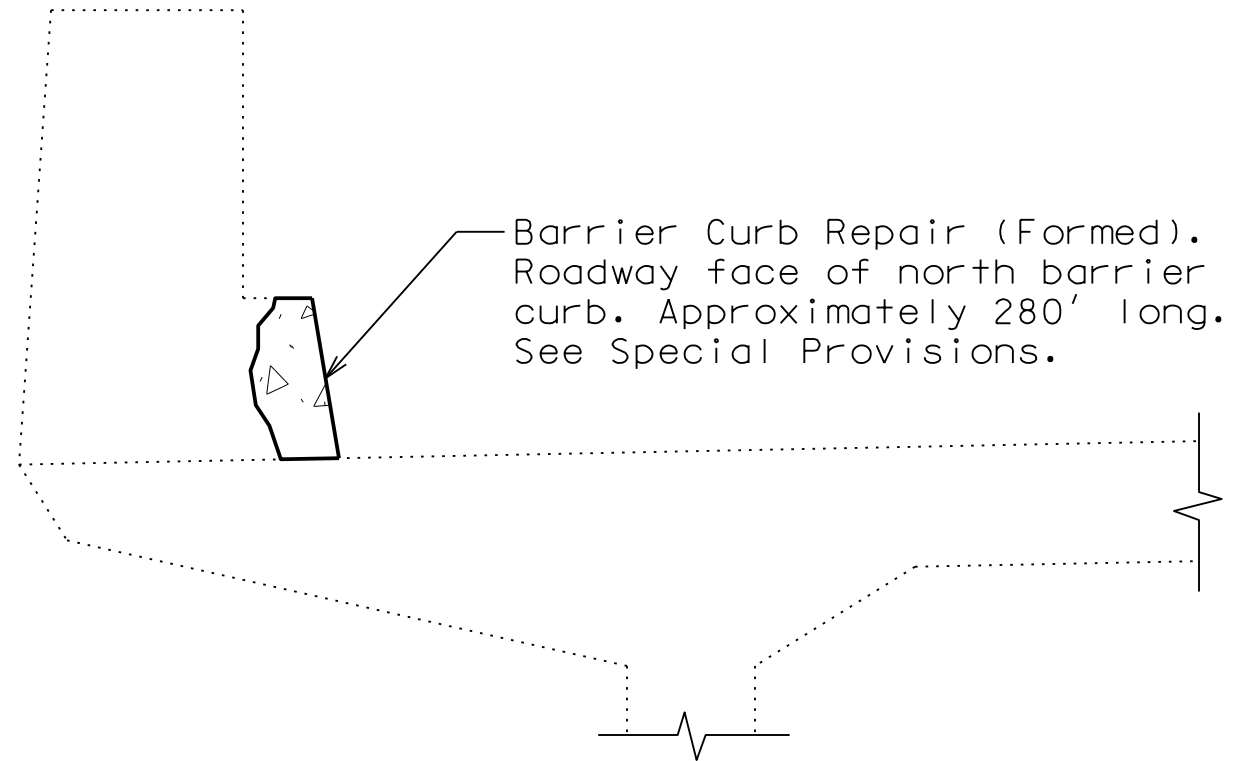
Actual lengths are measured along centerline bar to the nearest inch.

Payweights are based on actual lengths.

Reinforcing steel (Grade 60) Fy = 60,000 psi.



PART ELEVATION OF BARRIER CURB (OUTER FACE) SHOWING REPAIRS



PART SECTION SHOWING BARRIER CURB REPAIR

TABLE OF BARRIER CURB REPAIRS	
Location	Area (Sq.Ft.)
• North Barrier at Bent A	12.0
• North Barrier at Bent B	12.0
• North Barrier at Bent C	12.0
• South Barrier at Bent A	12.0
• South Barrier at Bent B	12.0
• South Barrier at Bent C	12.0
• South Barrier at Span A-B	12.0

For quantities not noted in table, see notes and detail above.

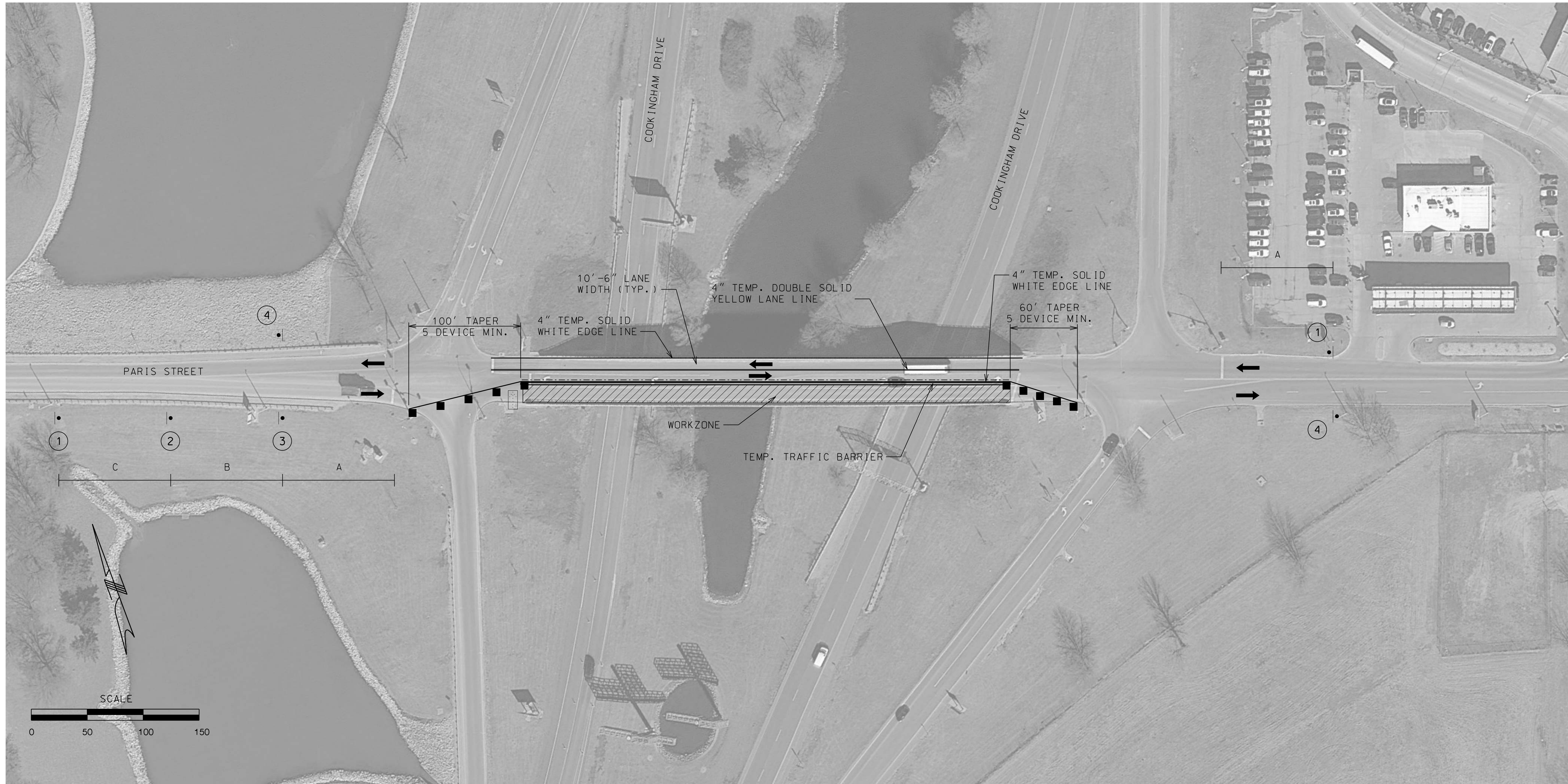
BARRIER CURB DETAILS

REPAIRS TO BRIDGE: PARIS STREET OVER COOKINGHAM DRIVE

CITY OF KANSAS CITY, MISSOURI
 AVIATION DEPARTMENT
 KANSAS CITY
 INTERNATIONAL AIRPORT
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STATE MO

DISTRICT KC SHEET NO. 9

COUNTY PLATTE

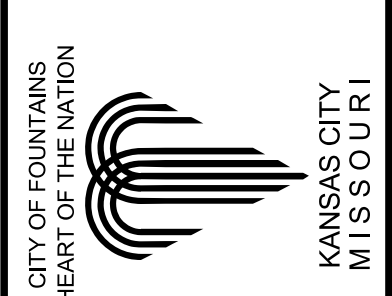
AVIATION PROJECT NO. 62220553

CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N199B31

DATE	DESCRIPTION

CITY OF KANSAS CITY, MISSOURI
 AVIATION DEPARTMENT
 KANSAS CITY
 INTERNATIONAL AIRPORT
 REHABILITATE WALLS AND BRIDGES



Item	Unit	Total
Temporary 4" Solid White Edge Line	LF	1079
Temporary 4" Double Solid Yellow Line	LF	472
Temporary 4" Solid White Edge Line Removal	LF	1079
Temporary 4" Double Solid Yellow Line Removal	LF	472
Channelizers	EA	10
Flashing Arrow Panel	EA	1
Temporary Construction Signs	EA	6

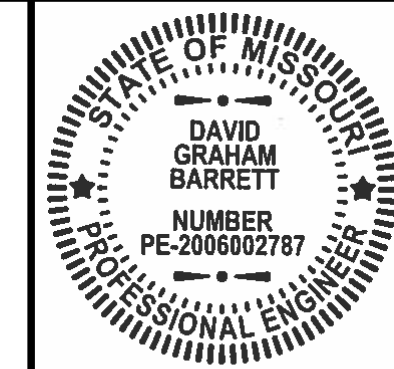
- NOTES:
- (1) SEE PARIS STREET GENERAL NOTES FOR APPLICABLE SIGN SPACING
 - (2) REMOVE EXISTING PAVEMENT MARKING PRIOR TO PLACING TEMPORARY PAVEMENT MARKING

Item	Unit	Total
Miscellaneous Traffic Control	LS	1
Temporary Traffic Barrier	LF	437.5
KCMD Public Works Coordination	LS	1

TRAFFIC CONTROL STAGE 1

REPAIRS TO BRIDGE:
 PARIS STREET OVER
 COOKINGHAM DRIVE

FDR HDR Engineering, Inc.
 10450 Holmes Road
 Suite 600
 Kansas City, MO 64131-3471
 816-360-2700
 Certificate of Authority: 000866



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12/10/2021

STATE
MO

DISTRICT
KC

SHEET NO.
10

COUNTY
PLATTE

AVIATION PROJECT NO.
62220553

CONSULTANT PROJECT NO.
200447-02

BRIDGE NO.
N199B31

DATE	DESCRIPTION

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



MISC. TRAFFIC CONTROL (For Information Only)

Item	Unit	Total
Temporary 4" Solid White Edge Line	LF	914
Temporary 4" Solid Yellow Edge Line	LF	914
Temporary 4" Solid White Edge Line Removal	LF	914
Temporary 4" Solid Yellow Edge Line Removal	LF	914
Channelizers	EA	0
Flashing Arrow Panel	EA	2
Temporary Construction Signs	EA	8

NOTES:

- (1) SEE PARIS STREET GENERAL NOTES FOR APPLICABLE SIGN SPACING
- (2) REMOVE EXISTING PAVEMENT MARKING PRIOR TO PLACING TEMPORARY PAVEMENT MARKING

ESTIMATED QUANTITIES

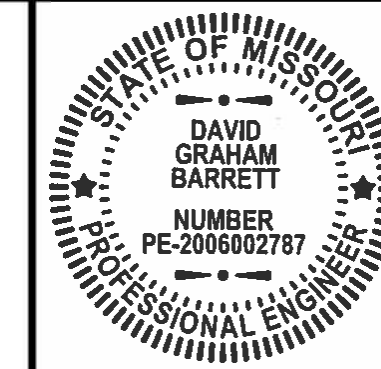
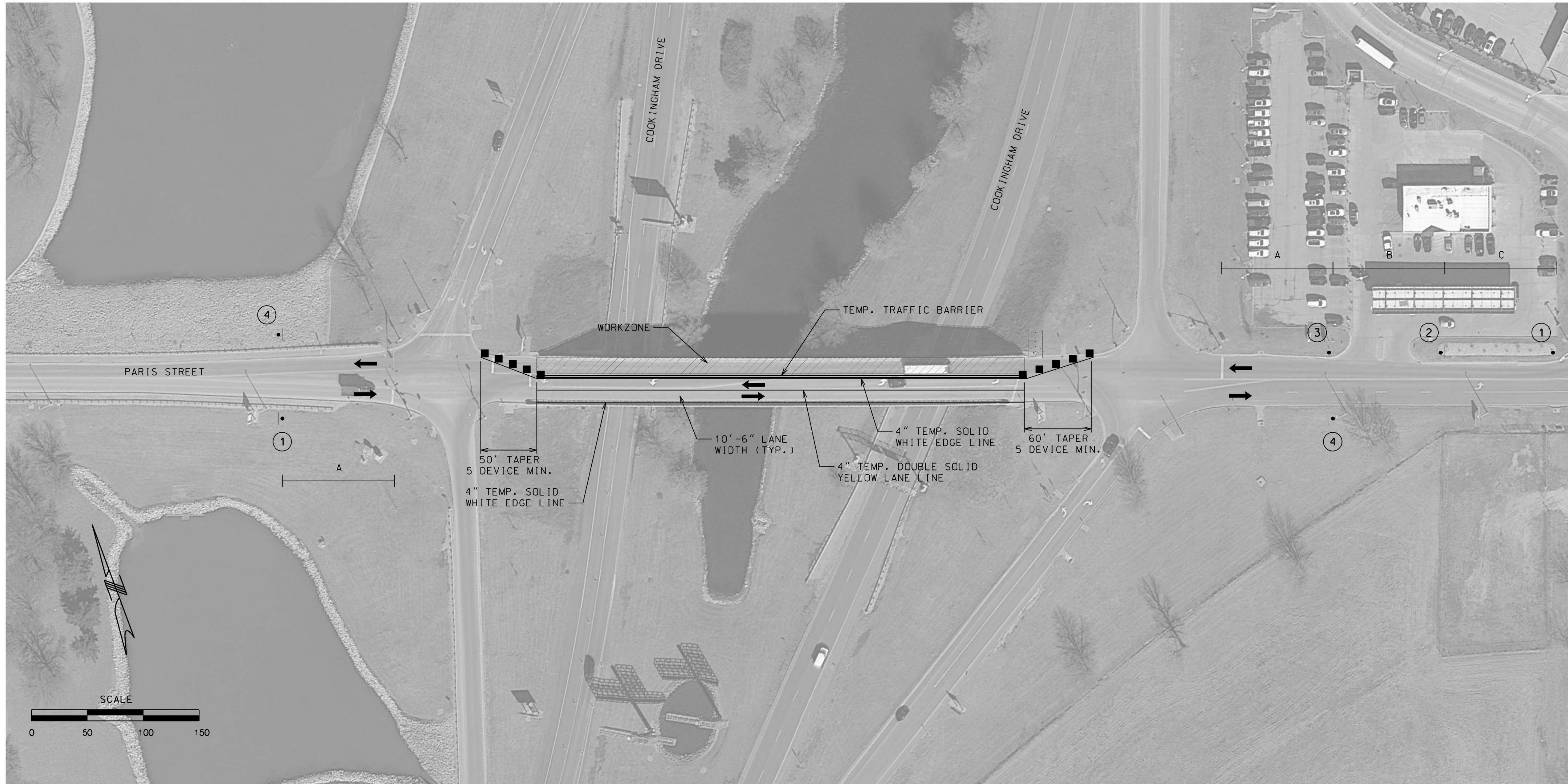
Item	Unit	Total
Miscellaneous Traffic Control	LS	1
Temporary Traffic Barrier	LF	462.5
Relocating Temporary Traffic Barrier	LF	437.5

TRAFFIC CONTROL STAGE 2

Sheet No. 10 of 38

REPAIRS TO BRIDGE:
PARIS STREET OVER
COOKINGHAM DRIVE

HDR HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000866



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12/10/2021

STATE
MO

DISTRICT SHEET NO.
KC 11

COUNTY
PLATTE

AVIATION PROJECT NO.
62220553

CONSULTANT PROJECT NO.
200447-02

BRIDGE NO.
N199B31

DATE	DESCRIPTION

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



Item	Unit	Total
Temporary 4" Solid White Edge Line	LF	990
Temporary 4" Double Solid Yellow Lane Line	LF	436
Temporary 4" Solid White Edge Line Removal	LF	990
Temporary 4" Double Solid Yellow Lane Line Removal	LF	436
Channelizers	EA	10
Flashing Arrow Panel	EA	1
Temporary Construction Signs	EA	6

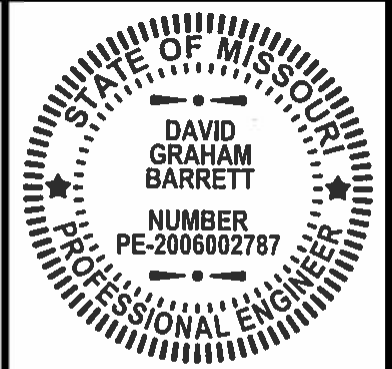
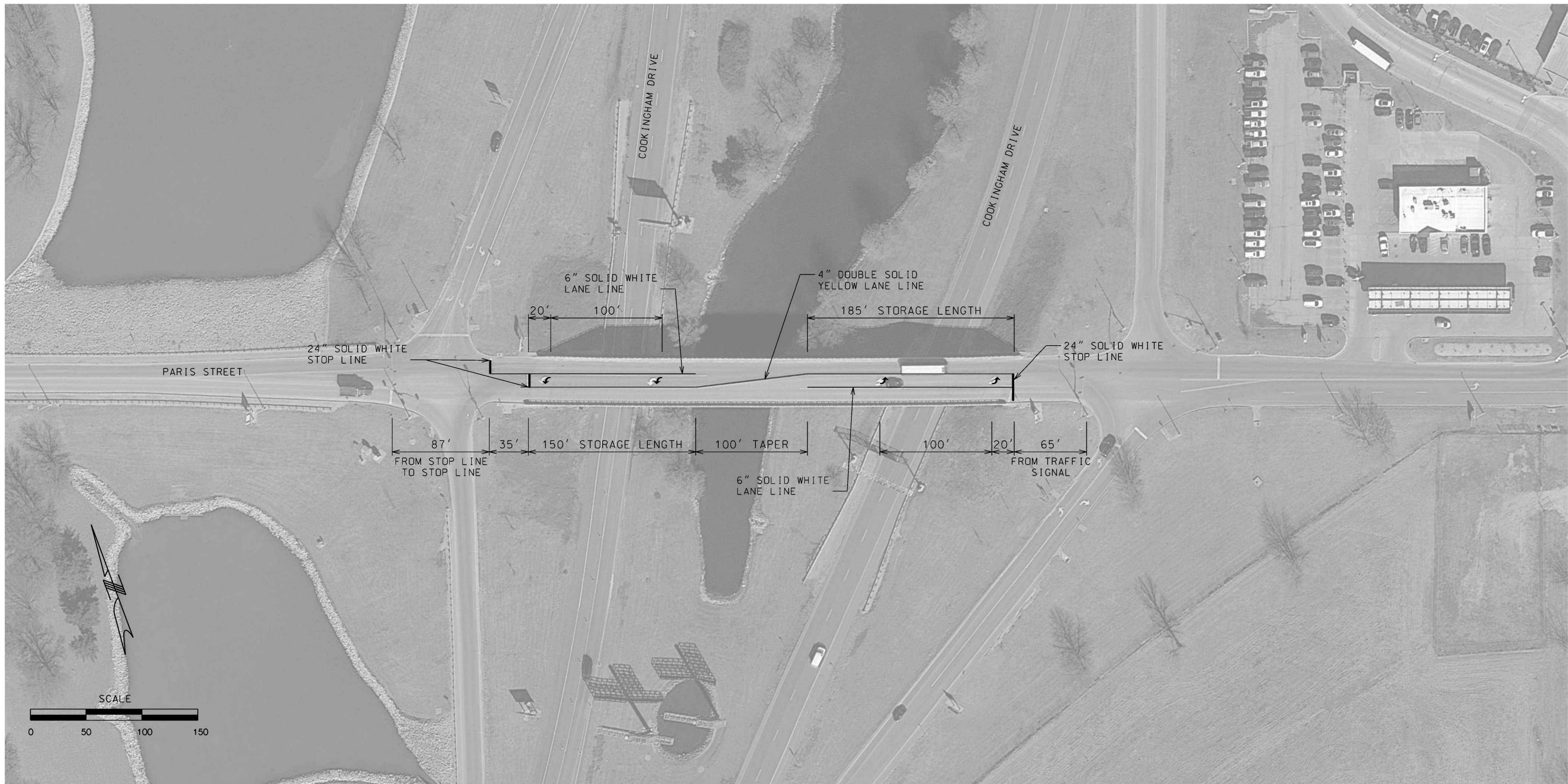
- NOTES:
- (1) SEE PARIS STREET GENERAL NOTES FOR APPLICABLE SIGN SPACING
 - (2) REMOVE EXISTING PAVEMENT MARKING PRIOR TO PLACING TEMPORARY PAVEMENT MARKING

Item	Unit	Total
Miscellaneous Traffic Control	LS	1
Relocating Temporary Traffic Barrier	LF	437.5

TRAFFIC CONTROL STAGE 3

REPAIRS TO BRIDGE:
PARIS STREET OVER
COOKINGHAM DRIVE

HDR HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-380-2700
Certificate of Authority: 000866



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STATE
MO

DISTRICT SHEET NO.
KC 12

COUNTY
PLATTE

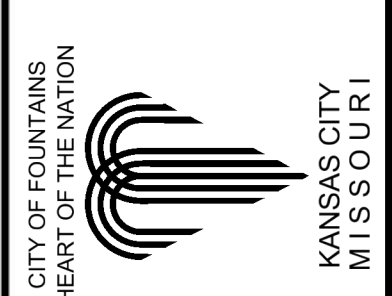
AVIATION PROJECT NO.
62220553

CONSULTANT PROJECT NO.
200447-02

BRIDGE NO.
N199B31

DATE	DESCRIPTION

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



ESTIMATED QUANTITIES		
Item	Unit	Total
Pavement Marking 4" Double Solid Yellow Lane Line	LF	436
Pavement Marking 6" Solid Lane White Line	LF	368
Pavement Marking Left Arrow	EA	4
Pavement Marking 24" Solid White Stop Line	LF	48

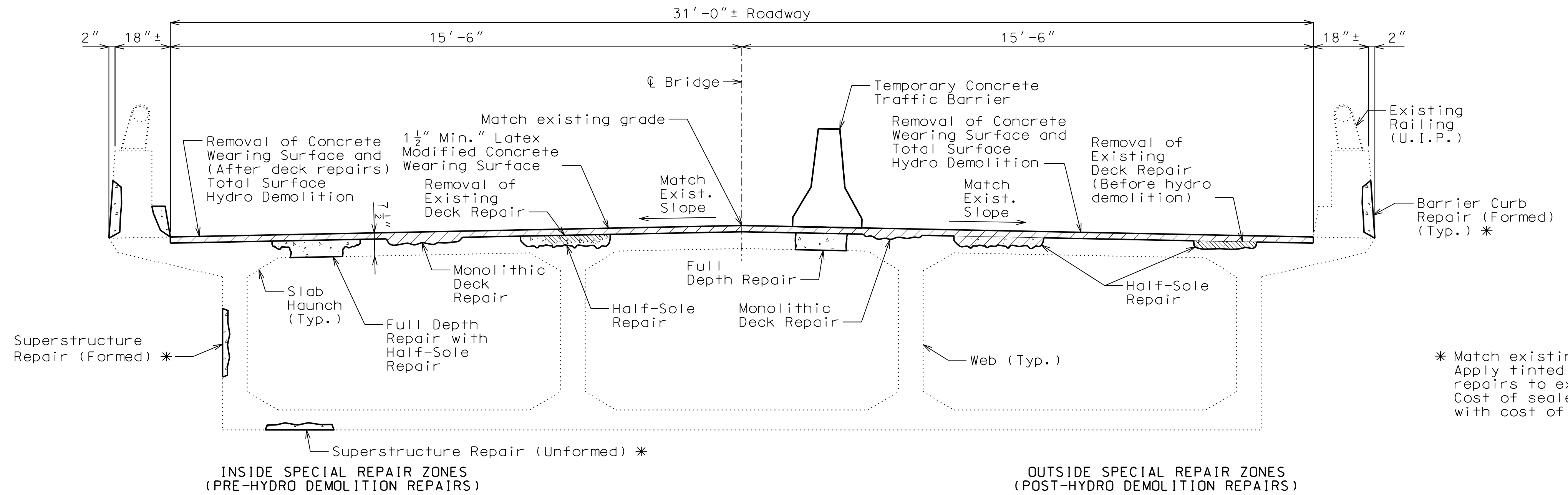
PAVEMENT MARKING

Sheet No. 12 of 38

REPAIRS TO BRIDGE:
PARIS STREET OVER
COOKINGHAM DRIVE

HDR HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-380-2700
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U.I.P. AND REHABILITATE EXISTING (81'-85'-81') CONTINUOUS CONCRETE BOX GIRDER SPANS



* Match existing concrete color. Apply tinted sealer to blend repairs to existing concrete. Cost of sealer to be included with cost of other items.

TYPICAL SECTION THRU EXISTING DECK

GENERAL NOTES:

DESIGN SPECIFICATIONS:
2002 AASHTO LFD (17th Ed.) Standard Specifications
Bridge Deck Rating = 6

DESIGN LOADING:
HS20-44 Modified (1967)

DESIGN UNIT STRESSES:
Class B2 Concrete (Deck Repair Concrete) $f'c = 4,000$ psi.
Class B1 Concrete (Barrier Curb) $f'c = 4,000$ psi.
Reinforcing Steel (Grade 60) $f_y = 60,000$ psi.

JOINT FILLER:
All joint filler shall be in accordance with Sec.1057 for preformed sponge rubber expansion and partition joint filler, except as noted.

CONCRETE REPAIRS:
Epoxy Pressure Injection to be performed where specified on plans. See Special Provisions.
Shotcrete may be used for Superstructure Repair (Unformed). See Special Provisions.

REINFORCING STEEL:
Minimum clearance to reinforcing steel shall be 1-1/2", unless otherwise shown.
Bars bonded in old concrete, not removed, shall be cleanly stripped and embedded into new concrete where possible. If length is available, old bars shall extend into new concrete at least 40 diameters for smooth bars and 30 diameters for deformed bars, unless otherwise noted.

CONCRETE WEARING SURFACE:
In order to maintain grade and minimum thickness of overlay as shown on the plans it may be necessary to use additional quantities of overlay at various locations throughout the structure. The cost of furnishing and installing the overlay will be considered completely covered in the contract unit price, including all additional labor, materials or equipment for variations in thickness of overlay.

TRAFFIC:
Traffic to be maintained on structure. See Construction Staging details on Sheet No. 15.

EMBEDDED GALVANIC ANODES:

Passive Cathodic Protection of existing reinforcing shall be provided by galvanic anodes, electrically continuous with the reinforcement and embedded in replacement surface concrete. See Job Special Provisions.

Embedded Galvanic Anodes are discrete anodes. They shall be installed around the perimeter of all concrete repair areas of abutment caps, concrete box girders and barrier curbs, with the spacing between anodes in accordance with the layout, and as directed by the engineer.

Anodes shall be mechanically and electrically connected to the reinforcement using attached tie wires. Connection shall provide adequate support to assure anodes will not move during placement of new concrete.

Anode spacing shown in layout is the maximum spacing allowed unless approved otherwise by Engineer. Anodes shall be installed as close as practical to bar intersections, with connections made to both bars. See Layout for typical anode layout. Actual will be determined in field, based on location of existing reinforcement.

Maximum anode spacing shown in layout shall be reduced by 50% in reinforcement spliced areas.

Limits of anode installation shall be the same as limits of Substructure Repair (Formed), Superstructure Repair (Formed), Half-Sole Repair, Full Depth Repair and Barrier Curb Repair (Formed).

Contractor shall verify electrical continuity of reinforcement and connection between anode and reinforcement in accordance with the Job Special Provisions. Any remedial work necessary to establish electrical continuity shall be incidental to the passive cathodic protection items.

Galvanic anode quantity is based on the approximate repair areas.

The cost of all labor, equipment and materials to install the galvanic anodes will be considered completely covered by the contract unit price for Embedded Galvanic Anodes.

MISCELLANEOUS:

Outline of old work is indicated by light dashed lines. Heavy lines indicate new work.

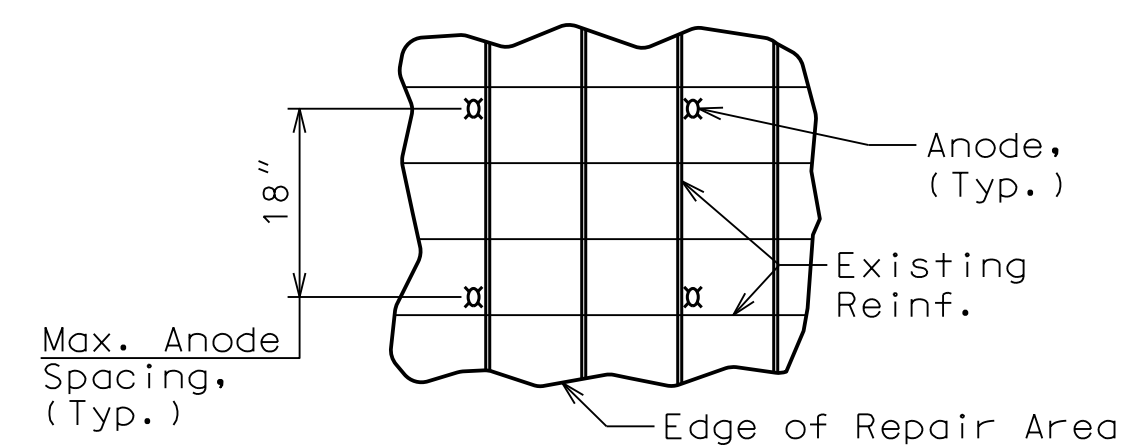
Contractor shall verify all dimensions in field before ordering new material.

All concrete repairs shall be in accordance with Sec 704, unless otherwise noted.

For materials and construction procedures, the contractor shall follow the specifications as stated in the "Missouri Standard Specifications for Highway Construction - 2020" and supplemental revisions as maintained by the Missouri Department of Transportation (MoDOT). In addition, refer to the general Job Special Provisions which supersede the "Standard Specifications" for various items on this project.

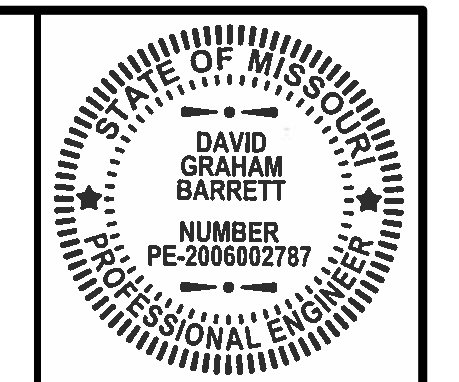
"Sec" refers to MoDOT standard specification.

ESTIMATED QUANTITIES		
Item	Unit	Total
Total Surface Hydro Demolition	Sq. Yd.	867
Removal of Concrete Wearing Surface	Sq. Ft.	7801
Removal of Exist. Exp. Joint & Adj. Concrete	Lin. Ft.	70
Remove and Replace Barrier Curb	Lin. Ft.	10
Latex Modified Concrete Wearing Surface	Sq. Yd.	867
Concrete Flume	Lin. Ft.	64
Concrete Slope Protection Repair	Lump Sum	1
Substructure Repair (Formed)	Sq. Ft.	69
Superstructure Repair (Formed)	Sq. Ft.	12
Barrier Repair (Formed)	Sq. Ft.	38
Superstructure Repair (Unformed)	Sq. Ft.	13
Half-Sole Repair	Sq. Ft.	750
Full Depth Repair	Sq. Ft.	100
Epoxy Pressure Injecting	Lin. Ft.	75
Fiber Reinforced Polymer Wrap	Sq. Ft.	51
Embedded Galvanic Anodes	Each	670
Cleaning, Lubricating and Coating Bearing	Each	1
Strip Seal Expansion Joint System	Lin. Ft.	70



LAYOUT OF EMBEDDED GALVANIC ANODES

TYPICAL SECTION, GENERAL NOTES AND ESTIMATED QUANTITIES

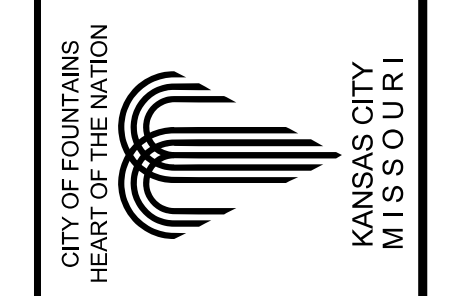


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DATE PREPARED 12/10/2021
STATE MO
DISTRICT KC SHEET NO. 13
COUNTY PLATTE
AVIATION PROJECT NO. 62220553
CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N199B41

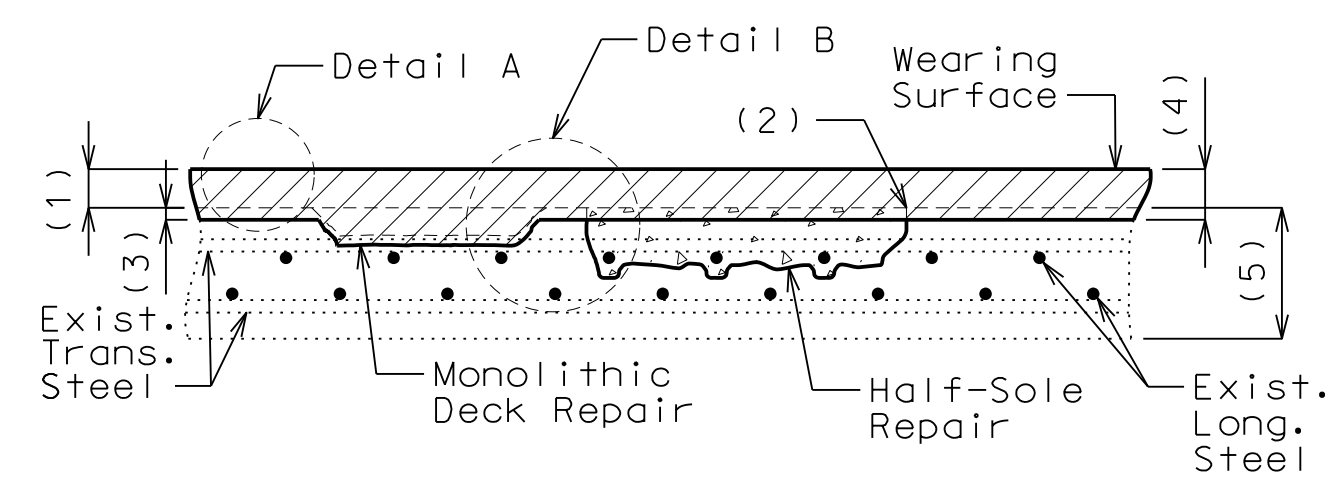
DESCRIPTION	DATE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES

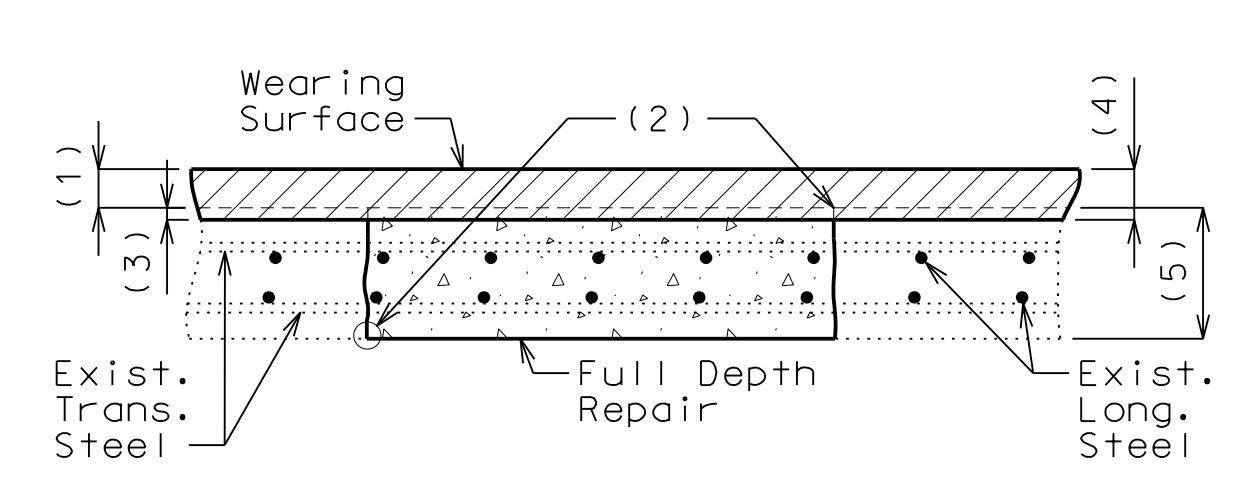


HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000866

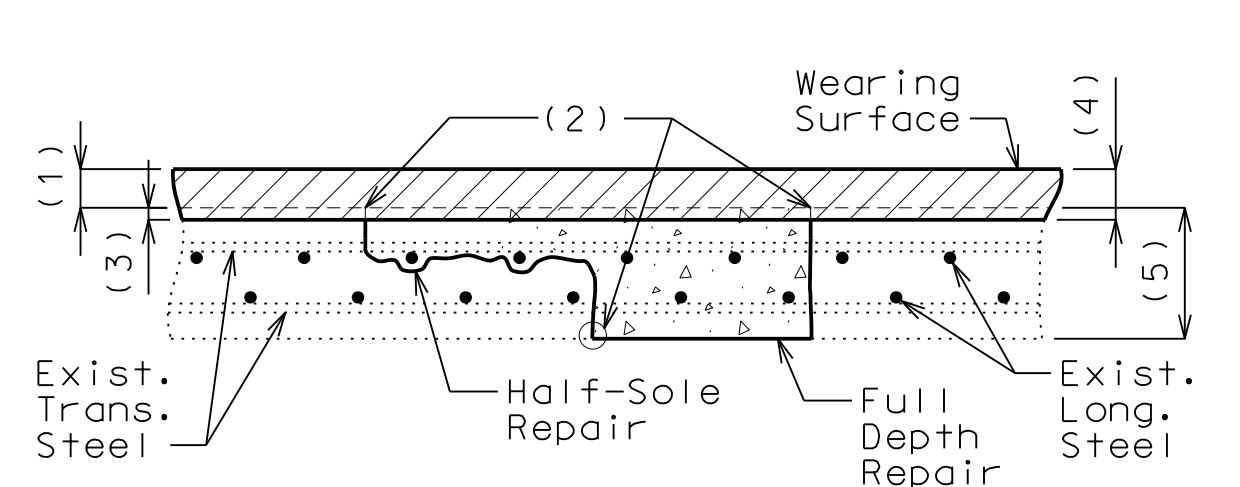
REPAIRS TO BRIDGE:
BERN STREET OVER
COOKINGHAM DRIVE



MONOLITHIC AND HALF-SOLE REPAIR

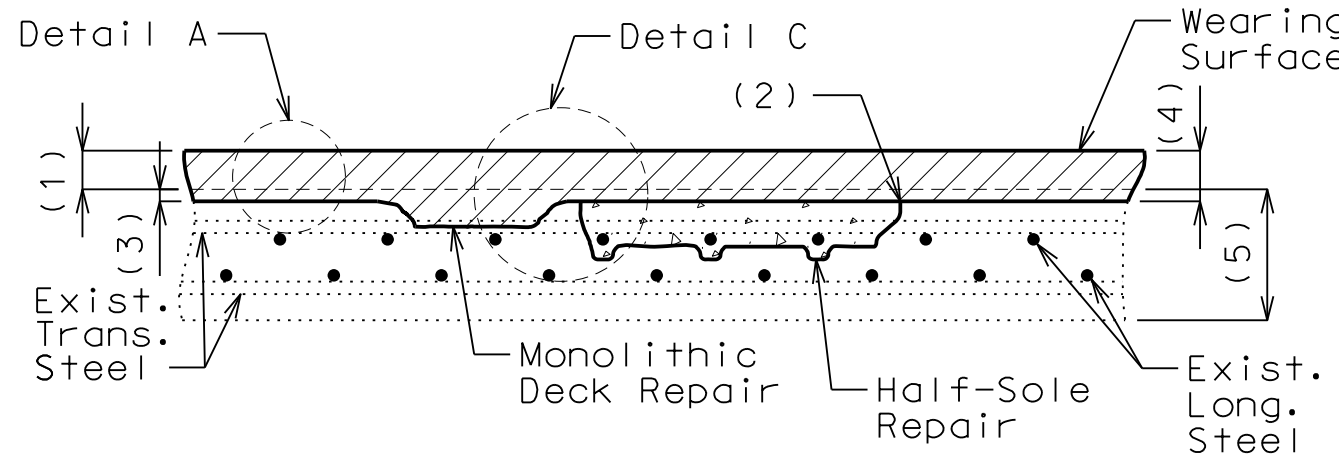


FULL DEPTH REPAIR

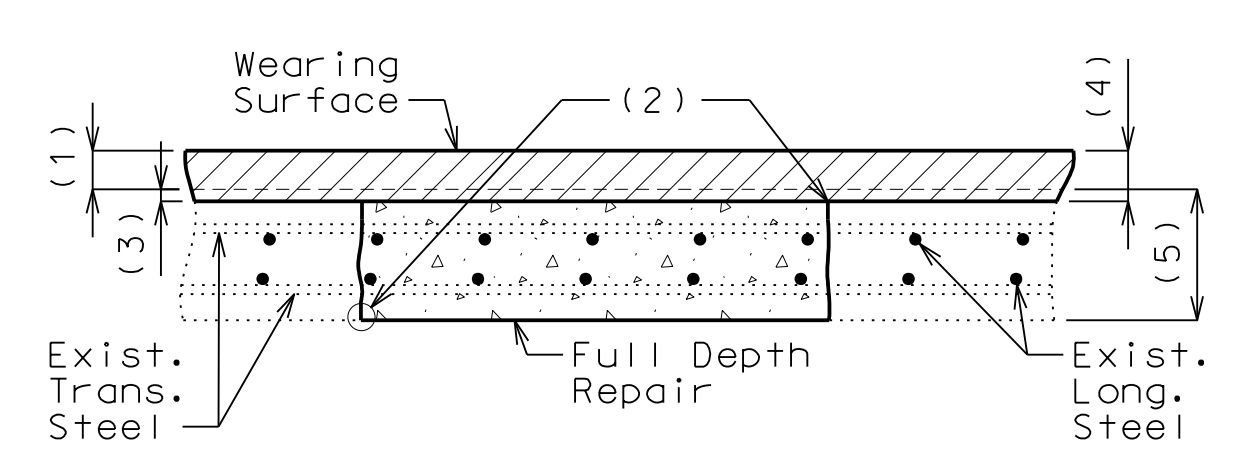


FULL DEPTH REPAIR WITH HALF-SOLE REPAIR

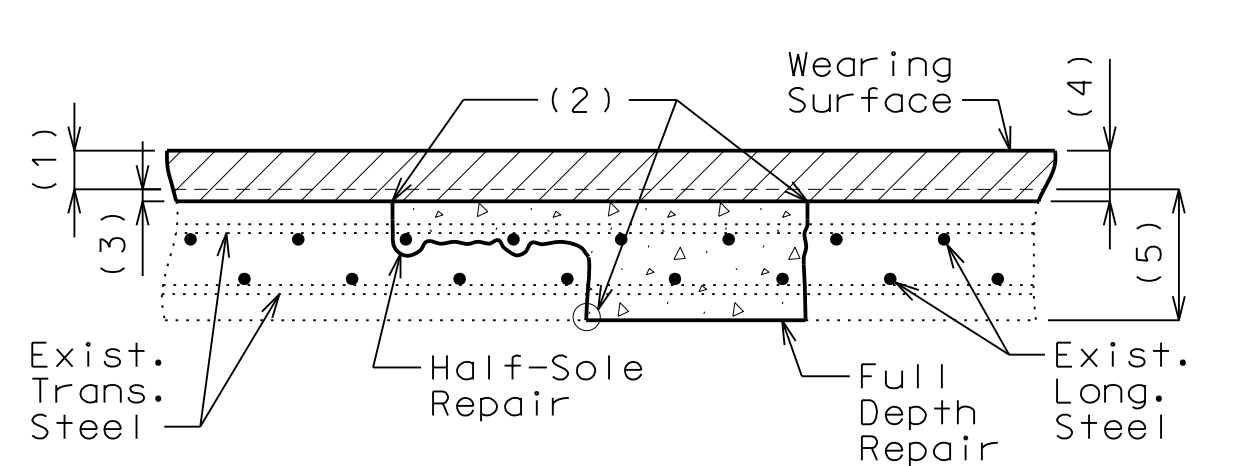
DECK REPAIR INSIDE SPECIAL REPAIR ZONES (BEFORE HYDRO DEMOLITION)



MONOLITHIC AND HALF-SOLE REPAIR

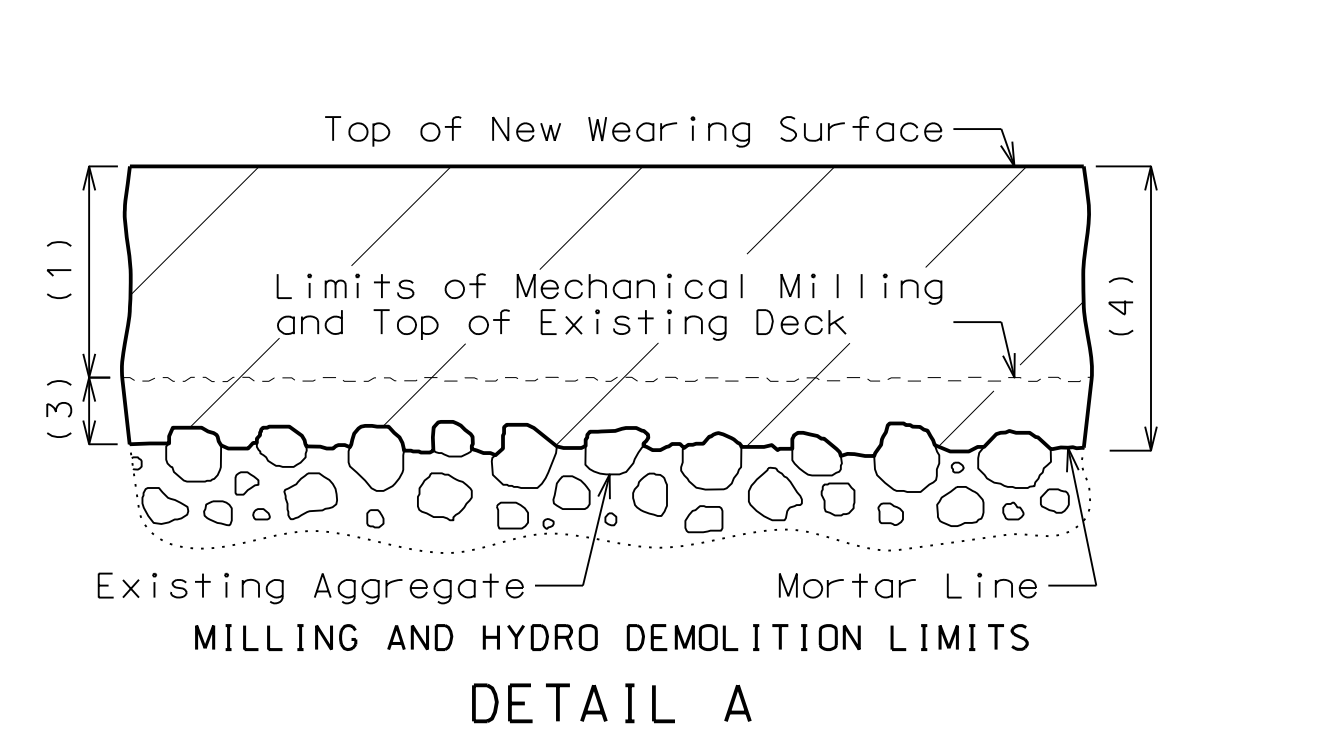


FULL DEPTH REPAIR

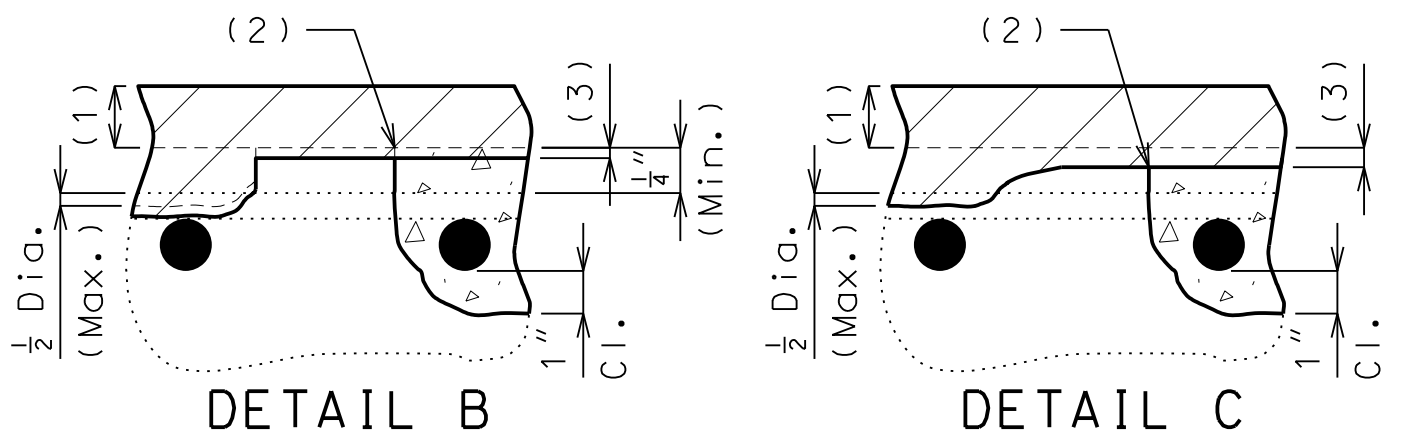


FULL DEPTH REPAIR WITH HALF-SOLE REPAIR

DECK REPAIR OUTSIDE SPECIAL REPAIR ZONES (AFTER HYDRO DEMOLITION)

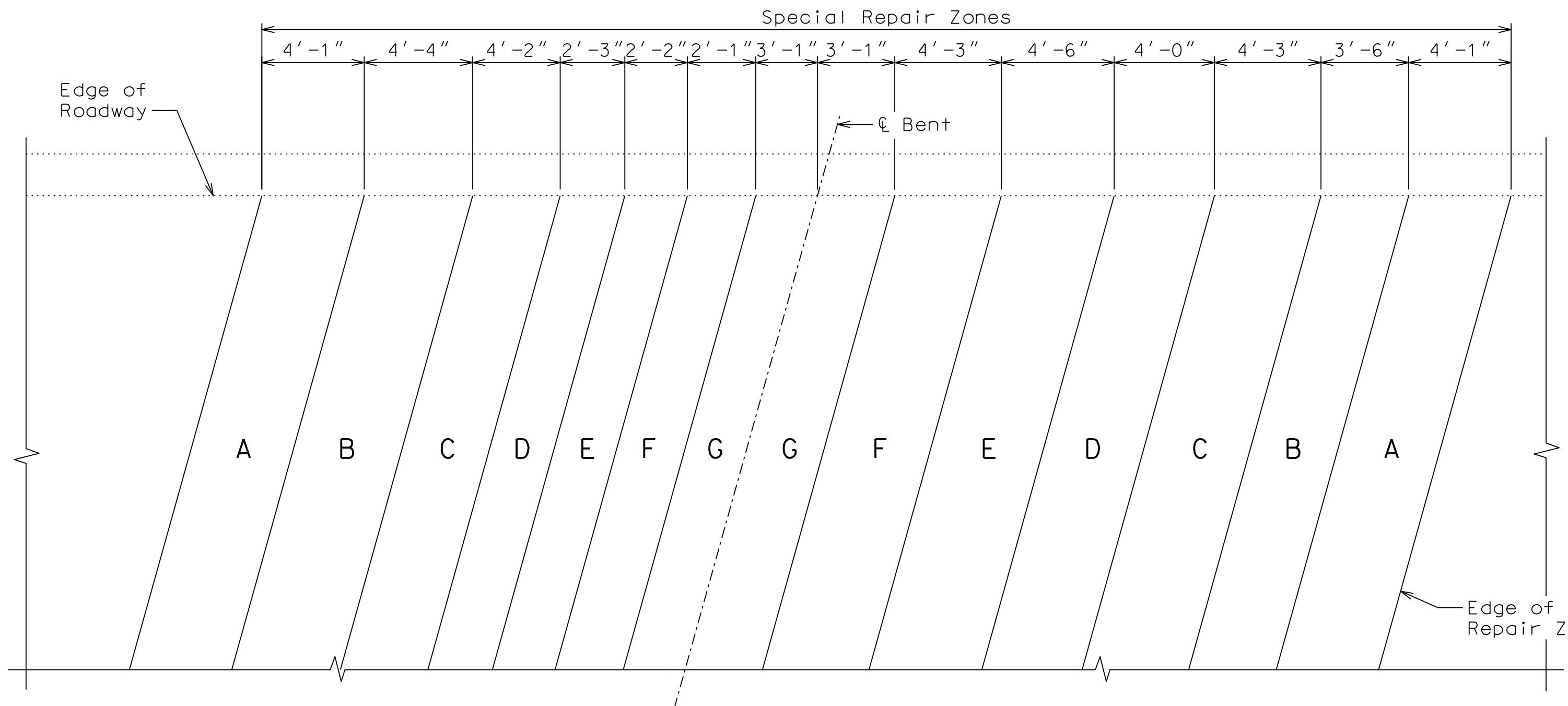


DETAIL A



Monolithic deck repair shall be used when only half the diameter or less of the top bar is exposed.
 Clearance around top bar and around bottom bar at the intersection of top bar shall be required when more than half the diameter of the top bar is exposed.

- (1) Removal of existing 1 1/2" ± Silica Fume wearing surface *
- (2) 1" vertical side shall be established outside the deteriorated area.
- (3) Total surface hydro demolition to remove any remaining wearing surface and deteriorated existing deck (1/4" max.).
- (4) 1 1/2" minimum Latex modified concrete wearing surface.
- (5) Original thickness of top slab minus previous scarification



PART PLAN SHOWING SPECIAL REPAIR ZONES (Bent 1 shown, Bent 2 similar opposite hand)

DECK REPAIR DETAILS

Deck Repair Notes:

- Order of Repair:
1. Remove existing wearing surface. *
 2. Power wash deck to identify sound and unsound existing deck repair.
 3. Inside special repair complete the following repairs:
 - a. Removal of existing deck repair
 - b. Half-sole repair
 - c. Full depth repair
 4. Outside special repair zones, remove existing deck repair.
 5. Complete total surface hydro demolition, removing any remaining wearing surface material and all deteriorated concrete outside special repairs zones.
 6. Sound deck and if needed complete incidental concrete removal.
 7. Outside special repair zones, complete the following repairs:
 - a. Half-sole repair
 - b. Full depth repair
 8. Place new wearing surface including additional material for areas of monolithic deck repair.

Special Repair Zones:

Deck repair required in the areas designated as special repair zones shall be completed before hydro demolition in alphabetical sequence beginning with Zone A. Zones with the same letter designation may be repaired at the same time. Hydro demolition shall not move forward until the repairs in all special repair zones are completed and properly cured.

Any deck repair in areas not designated as a special repair zone shall be completed after hydro demolition.

Removal and deck repair shall be completed in one special repair zone and concrete shall have attained a compressive strength of 3200 psi before work can be started in the next special repair zone.

Total width of full depth repair shall not exceed 1/3 of the deck width at one time. For any area of deck repair that extends over a web and is more than 18 inches in length along the web, the concrete removal including removal with hydro demolition shall stop at the centerline of web and repair completed in this area. Prior to continuing work in this area, the concrete shall have attained a compressive strength of 3200 psi. No traffic shall be permitted over the web that is undergoing repair.

When the full depth repair extends over a diaphragm or web and the deteriorated concrete extends into the diaphragm or web, all deteriorated concrete shall be removed and replaced as full depth repair. Concrete in webs shall not be removed below the slab haunch of the girder without prior review and approval from the engineer.

Interior falsework installed by the contractor resting on the bottom slab shall be removed where entry access is available.

If any single repair area does not exceed 9 square feet in size and the total repair area within a special repair zone does not exceed 27 square feet, the special repair zone may be repaired at the same time as an adjacent zone.

Half-sole repair in the special repair zone, on either side of the intermediate bents, shall be to a depth that will not expose half the diameter of the bottom longitudinal reinforcing bar. Full depth repair shall be made when removal of deteriorated concrete exposes half or more of the diameter of the longitudinal reinforcing bar.



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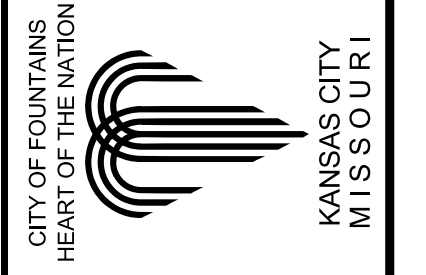
STATE MO DISTRICT KC SHEET NO. 14

COUNTY PLATTE AVIATION PROJECT NO. 62220553 CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N199B41

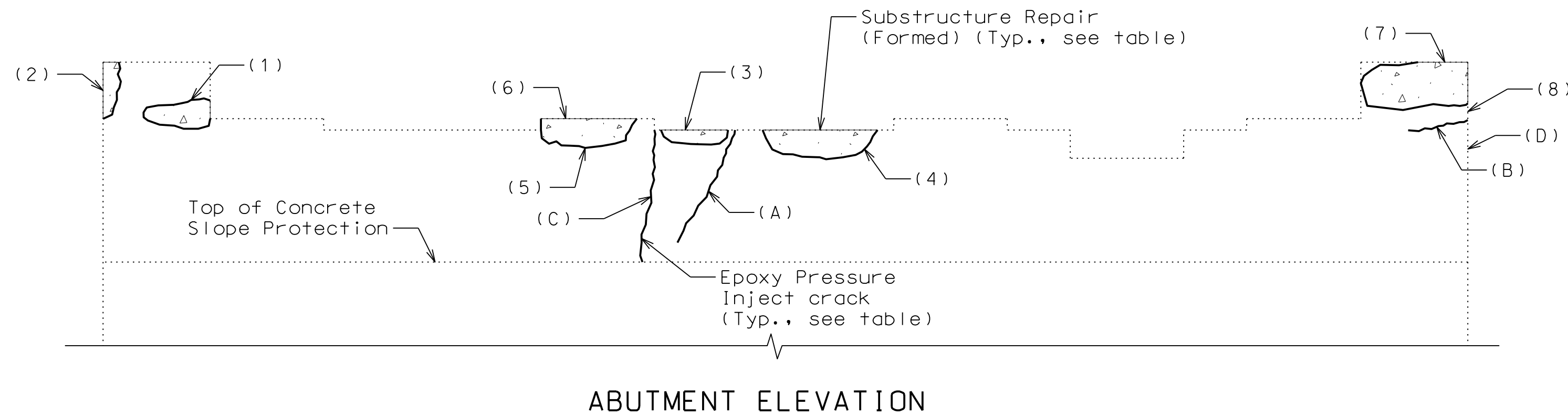
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CITY OF KANSAS CITY, MISSOURI
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 10450 Holmes Road
 Suite 600
 Kansas City, MO 64131-3471
 816-360-2700
 Certificate of Authority: 000856

REPAIRS TO BRIDGE:
 BERN STREET OVER
 COOKINGHAM DRIVE



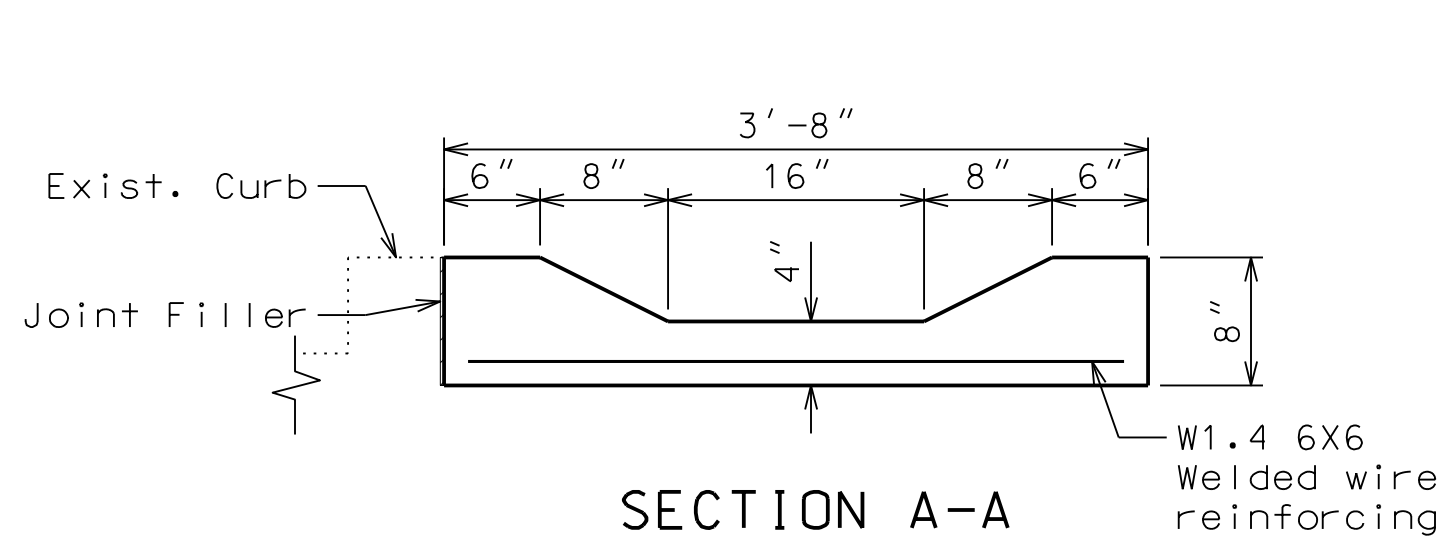
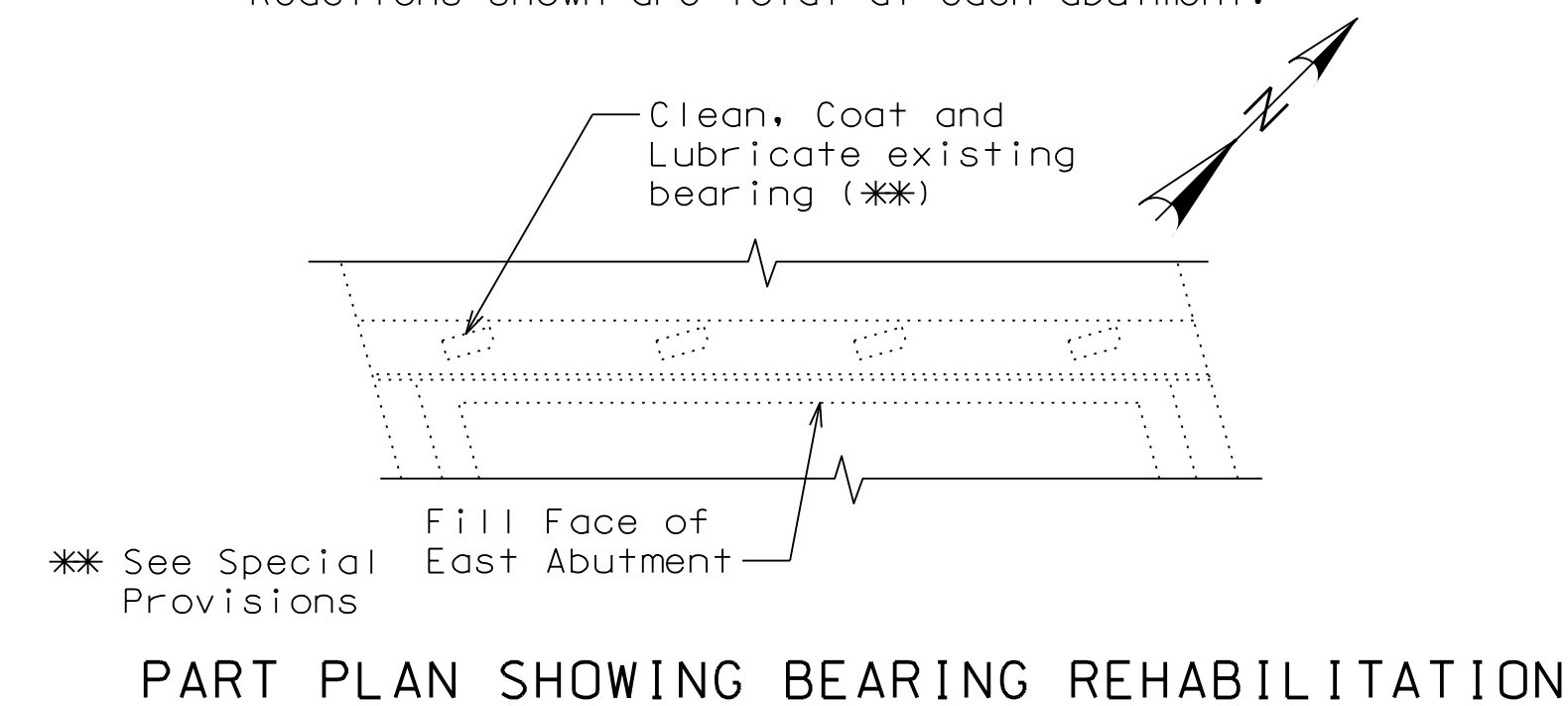
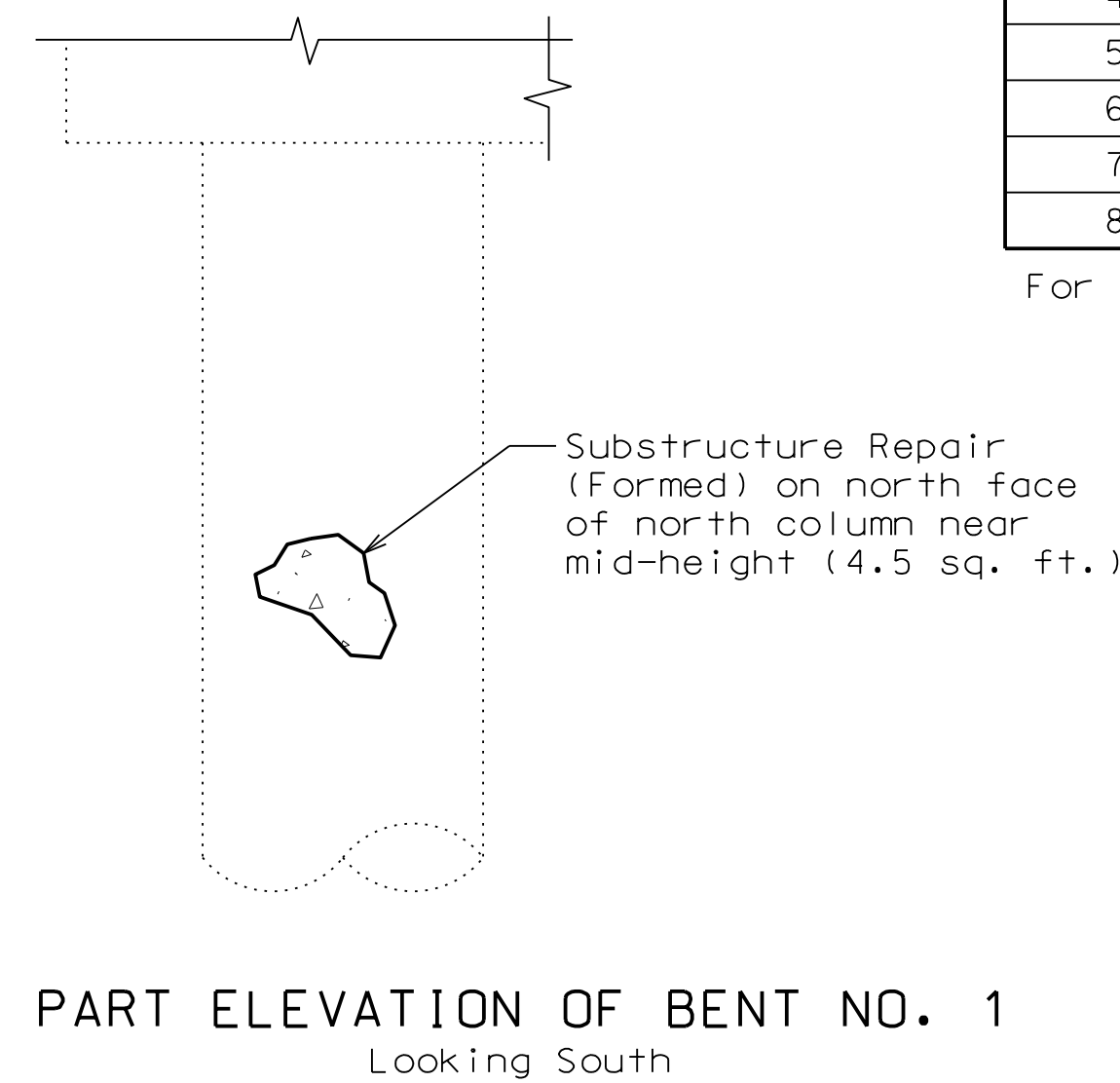
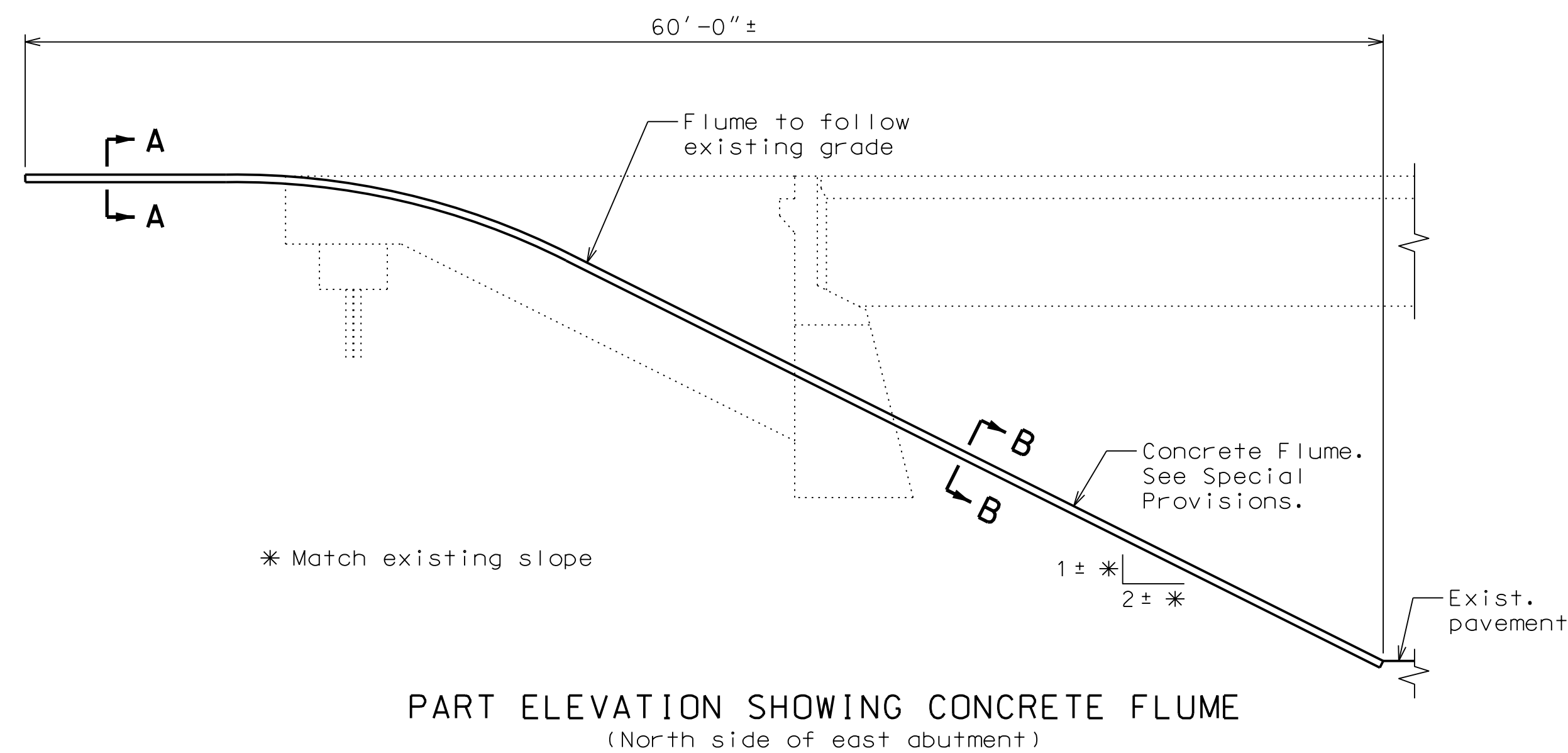
Location	Description	Length (Ft.)
A	West abutment - Front face	3.5
B	West abutment - North end and wrap around wingwall	9.0
C	East abutment - Front face near bearing	5.0
D	East abutment - South wingwall face	8.5

Location	Description	Area (Sq.Ft.)
1	• West abutment - Front face at south end • East abutment - Front face at north end	6.0
2	• West abutment - South wingwall face • East abutment - North wingwall face	6.0
3	West abutment - Top of cap	6.0
4	West abutment - Front face	13.5
5	East abutment - Front face near bearing	5.0
6	East abutment - Top of cap near bearing	3.5
7	East abutment - Front face at south end	6.0
8	East abutment - South wingwall face	6.0

For quantities not noted in table, see Part Elevation of Bent No. 1.

Location	Unfactored Dead Load (kip)	Unfactored Live Load Plus Impact (kip)
Abutments	300	130

Reactions shown are total at each abutment.

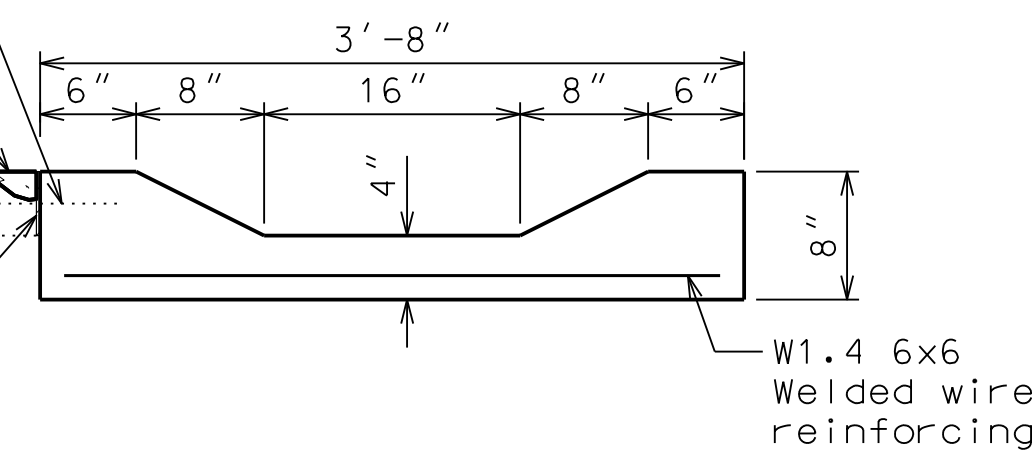


Exist. dowels at abt. 12" centers. Clean and incorporate into new construction

Concrete Slope Protection Repair (Approx. 1 sq. ft.)

Mudjack exist. slope paving near corner of abutment beam to fill void area (approx. 5 sq.ft.) prior to installing concrete flume. See Special Provisions.

1/4" Joint Filler



SECTION B-B

MISCELLANEOUS REPAIR DETAILS

Notes:

All labor, equipment and materials necessary to raise the bridge, clean, lubricate and coat existing roller bearing shall be paid for by the contract unit price for Cleaning, Lubricating and Coating Existing Bearings per each. See Special Provisions.

All labor, equipment and materials necessary to complete the repairs shown will be considered completely covered by the contract unit price for Substructure Repair (Formed). See Sec 704.

All labor, equipment and materials necessary to complete the crack repairs shown will be considered completely covered by the contract unit price for Epoxy Pressure Injecting per linear foot. See Special Provisions.

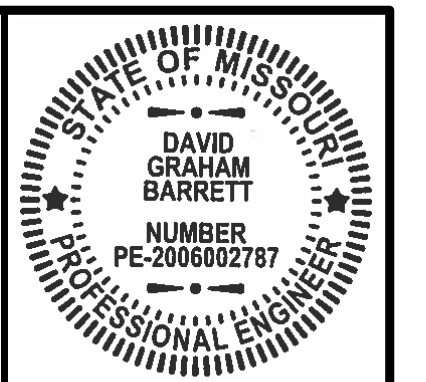
All labor, equipment and materials necessary to construct the concrete flume, complete in place, will be considered completely covered by the contract unit price for Concrete Flume per linear foot. See Special Provisions.

Mudjacking of existing concrete pavement and any incidental work necessary to complete the concrete slope protection repair will be considered completely covered by the contract lump sum price for Concrete Slope Protection Repair. See Special Provisions.

Repair areas and crack lengths shown are approximate. Repairs shall be made based on the condition of the structure at the time of repair.

See existing bridge plans for bent locations and designation.

REPAIRS TO BRIDGE:
BERN STREET OVER
COOKINGHAM DRIVE



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COUNTY PLATTE

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CONSULTANT PROJECT NO. 200447-02

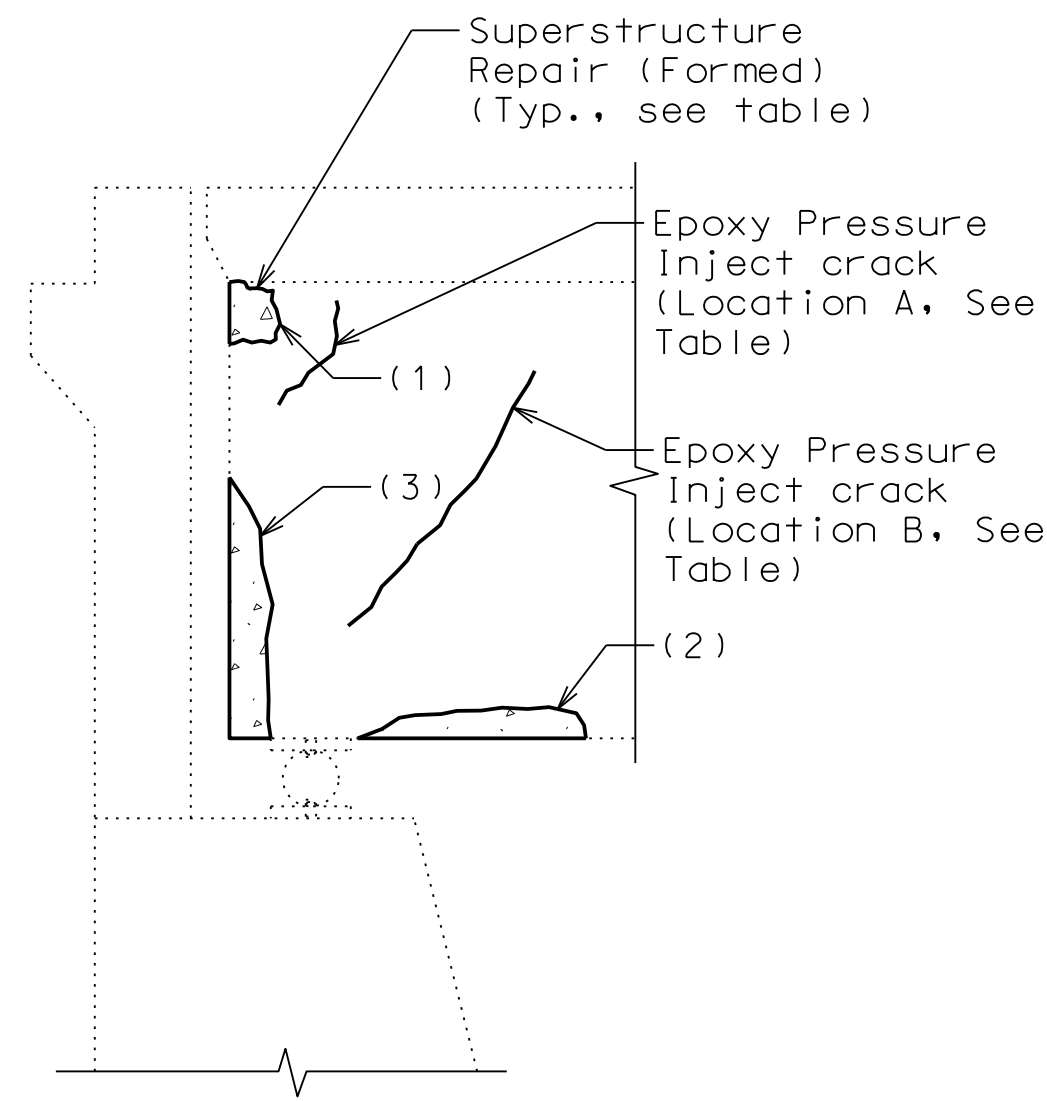
BRIDGE NO. N199B41

DESCRIPTION	DATE

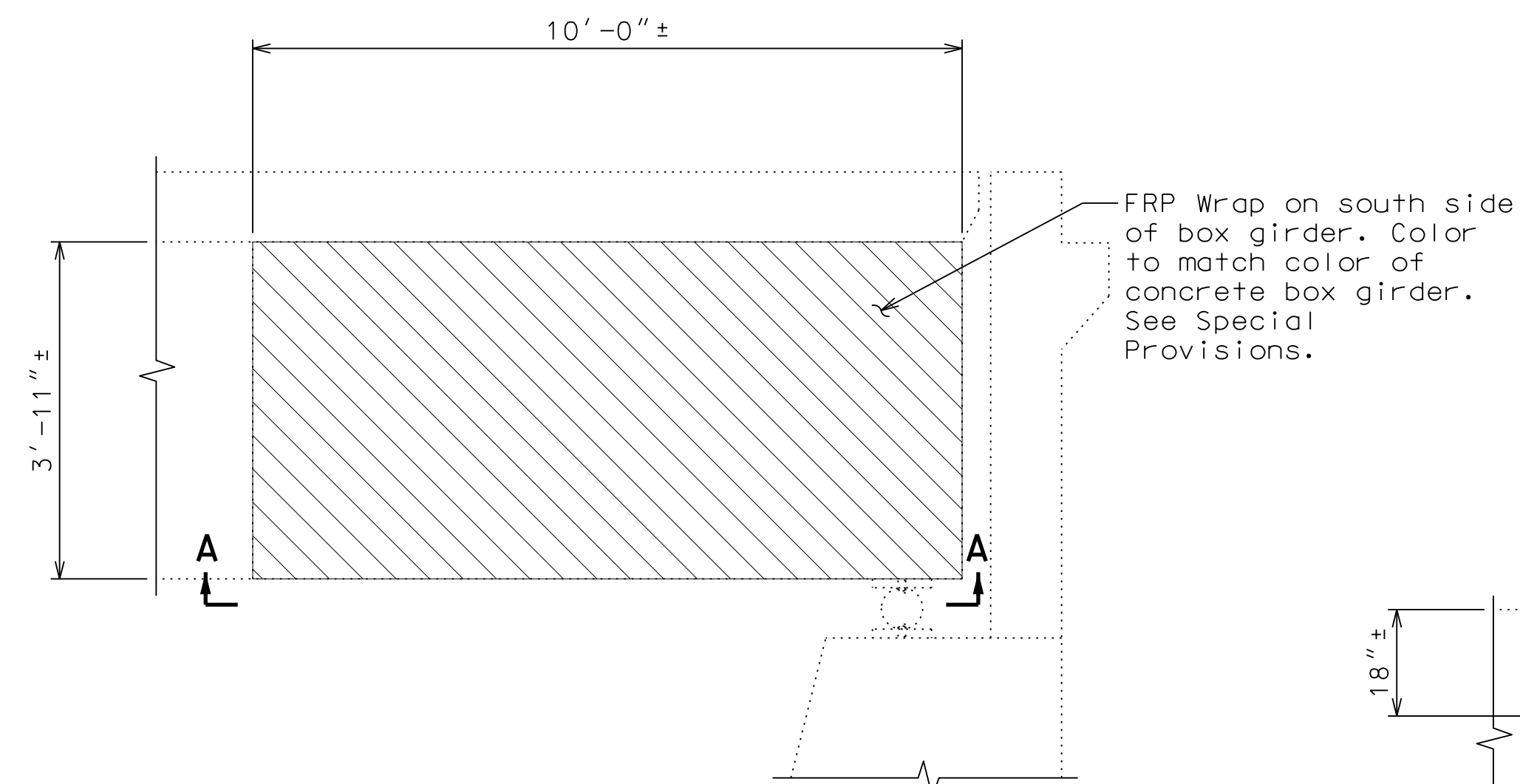
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KANSAS CITY
INTERNATIONAL AIRPORT
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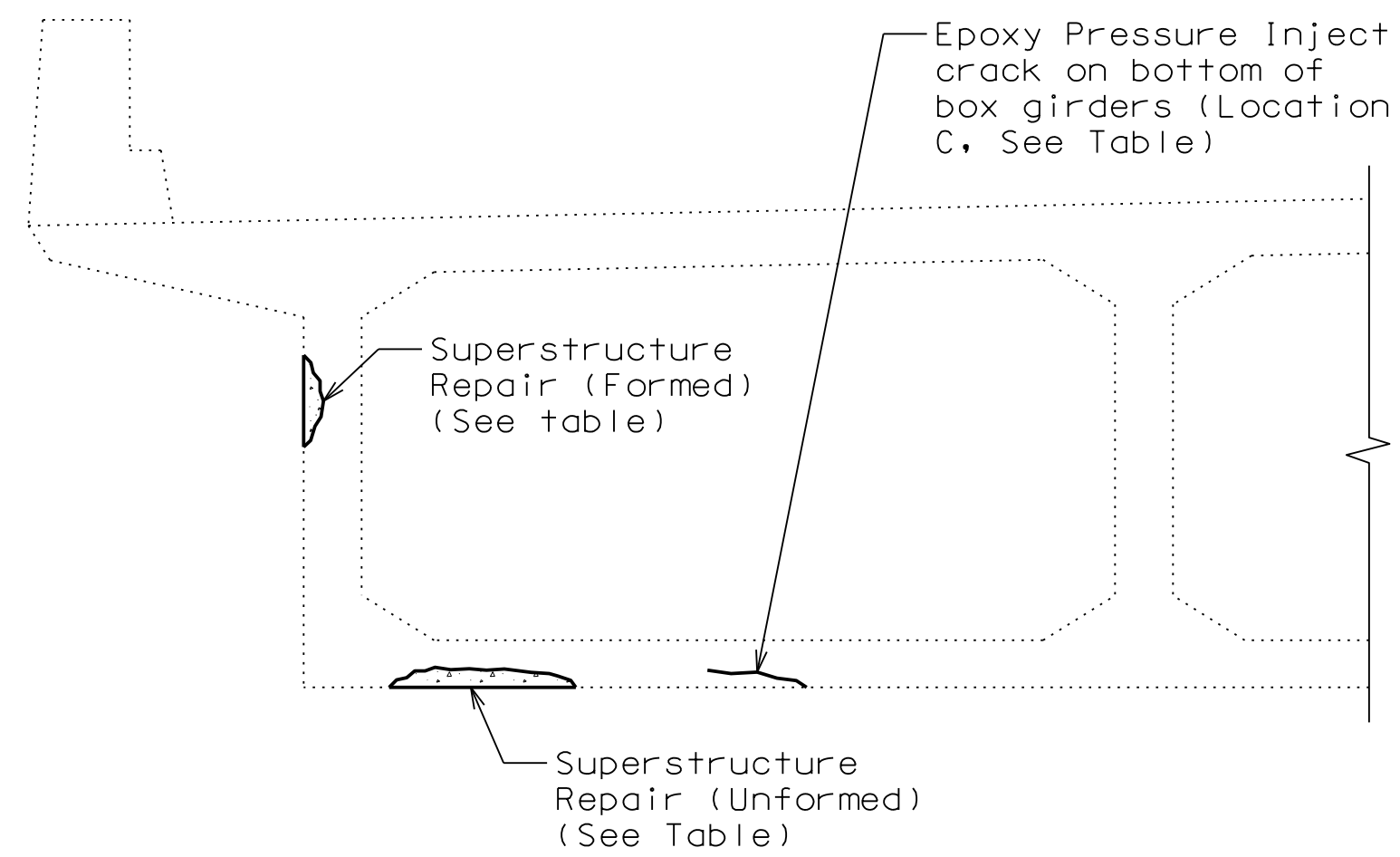
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SECTION THRU ABUTMENT



SECTION THRU EAST ABUTMENT SHOWING FRP WRAP LIMITS



PART TYPICAL SECTION

TABLE OF EPOXY PRESSURE CRACK REPAIRS		
Location	Description	Length (Ft.)
A	West abutment - North face	3.5
B	• West abutment - North side	5.5
	• West abutment - South side	5.5
	• East abutment - South side	5.5
C	• West abutment - North edge (2 locations)	12.0
	• West abutment - near center of bridge (3 locations)	5.5
	• East abutment - North edge	8.0
	• East abutment - South edge	3.5

TABLE OF SUPERSTRUCTURE REPAIRS (UNFORMED)		
Location	Description	Area (Sq.Ft.)
West Abutment	North corner	3.0
West Abutment	South corner	1.5
East Abutment	South corner	6.0
East Abutment	North corner	2.0

TABLE OF SUPERSTRUCTURE REPAIRS (FORMED)		
Location	Description	Area (Sq.Ft.)
1	East abutment - North side	1.5
2	West abutment - South face	2.5
3	East abutment - South corner	8.0

VIEW A-A

Notes:
The cost of all labor, equipment and material to apply FRP wrap as shown will be considered completely covered by the contract unit price for Fiber Reinforced Polymer Wrap. See Special Provisions.

The cost of all labor, equipment and material to complete the repairs shown will be considered completely covered by the contract unit prices for Superstructure Repair (Formed) and Superstructure Repair (Unformed). See Sec 704.

The cost of all labor, equipment and material necessary to complete the crack repairs as shown will be considered completely covered by the contract unit price for Epoxy Pressure Injecting per linear foot. See Special Provisions.

Repair areas and crack lengths shown are approximate. Repairs shall be made based on the condition of the structure at the time of repair.

MISCELLANEOUS REPAIR DETAILS

Detailed June 2021
Checked June 2021

Note: This drawing is not to scale. Follow dimensions.

Sheet No. 17 of 38

REPAIRS TO BRIDGE:
BERN STREET OVER
COOKINGHAM DRIVE



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DISTRICT KC SHEET NO. 17

COUNTY PLATTE

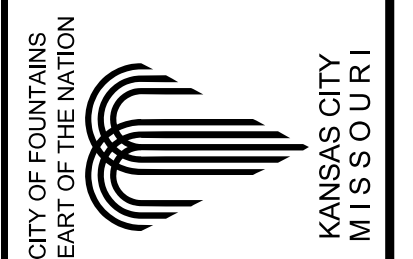
AVIATION PROJECT NO. 62220553

CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N199B41

DESCRIPTION	DATE

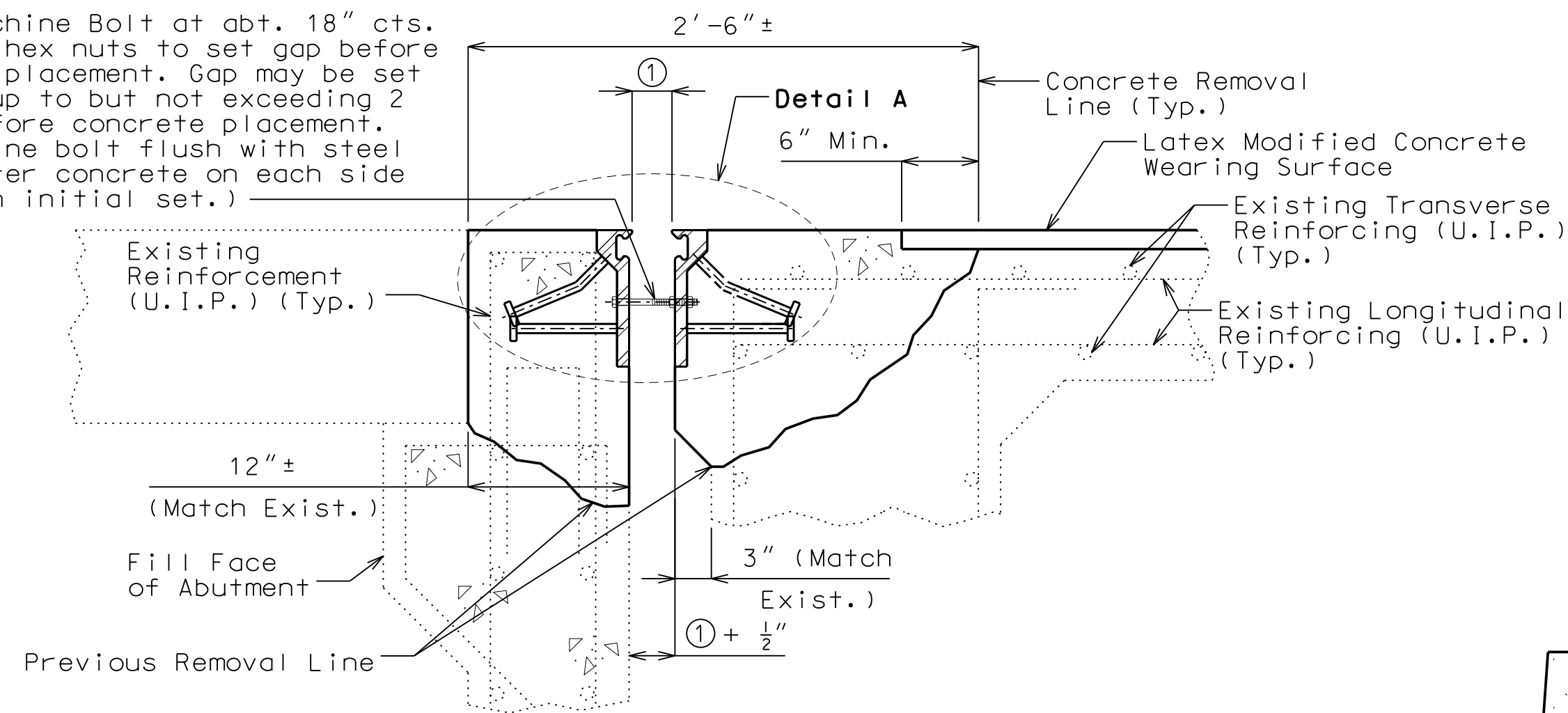
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REHABILITATE WALLS AND BRIDGES



KANSAS CITY MISSOURI

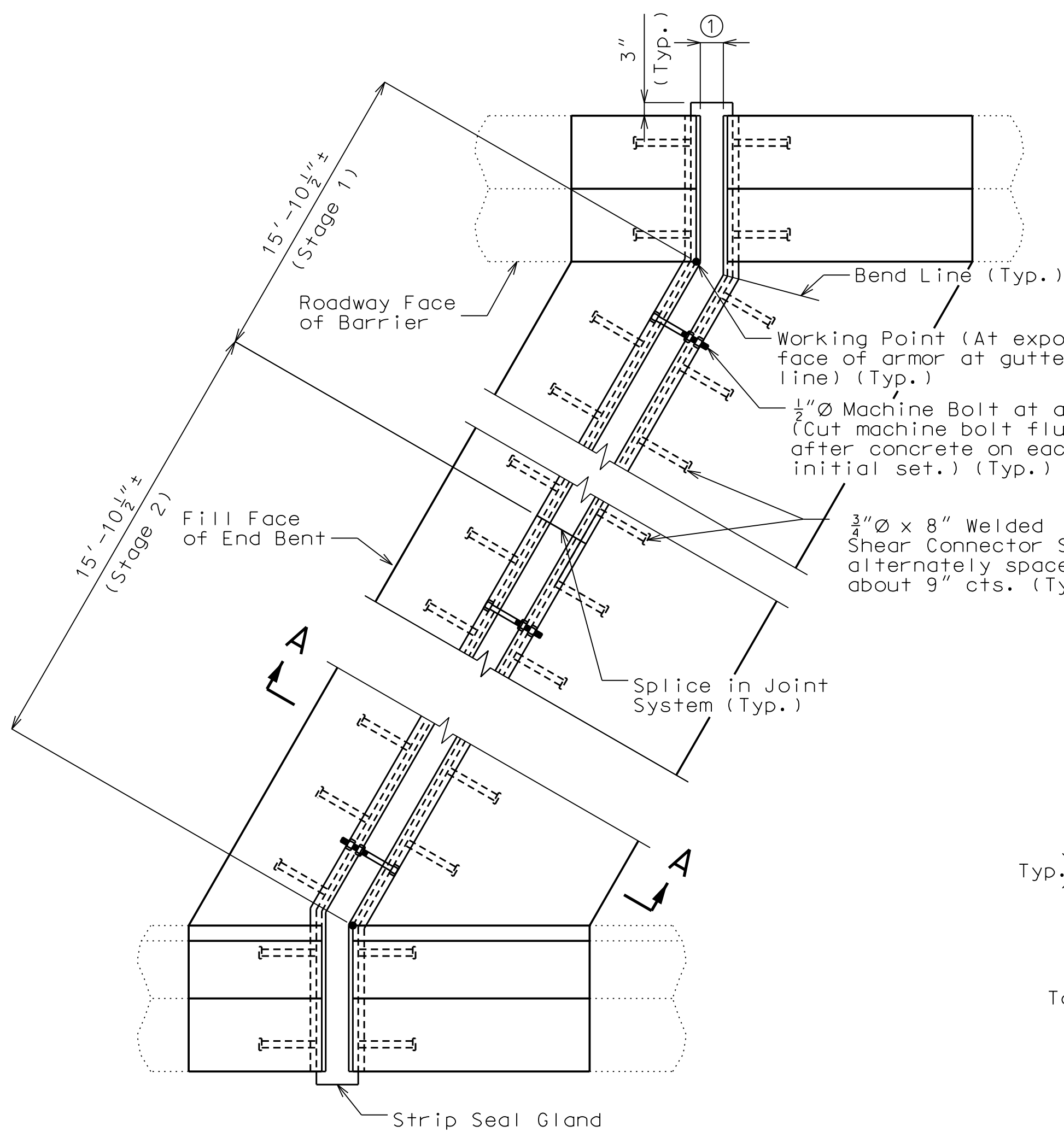
HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000856

1/2"Ø Machine Bolt at abt. 18" cts. (Use two hex nuts to set gap before concrete placement. Gap may be set anytime up to but not exceeding 2 hours before concrete placement. Cut machine bolt flush with steel armor after concrete on each side has taken initial set.)

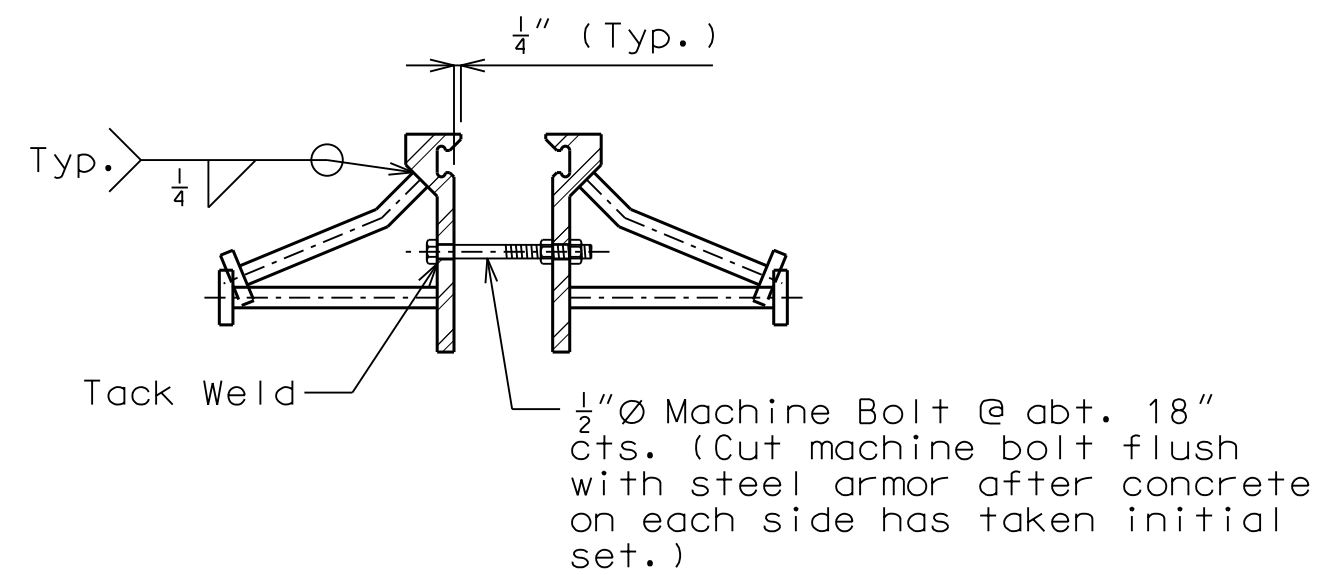


SECTION A-A

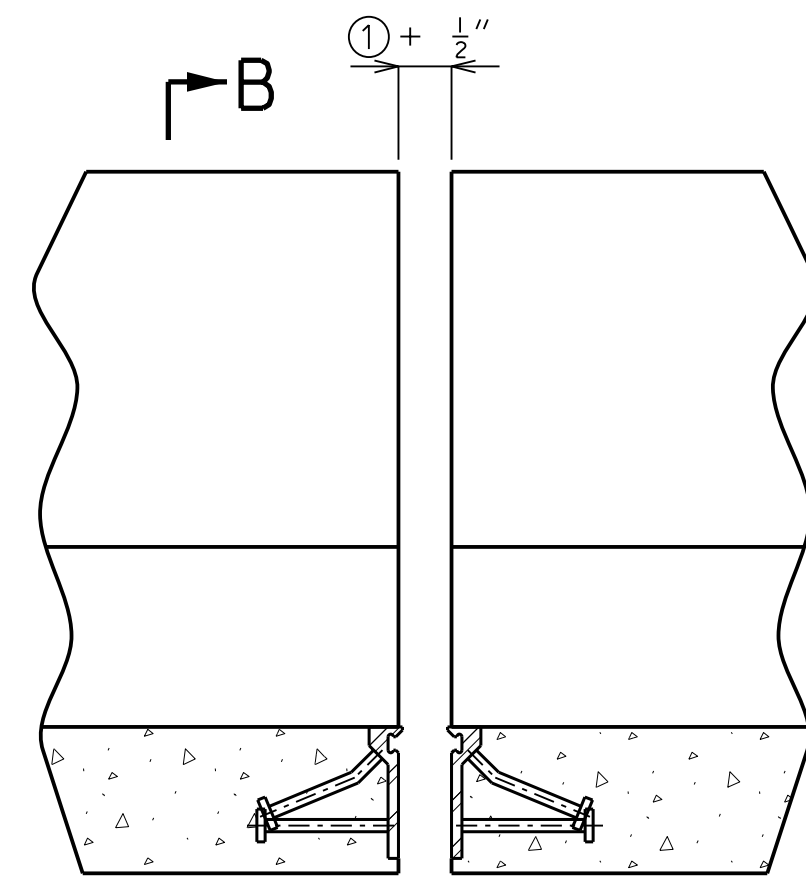
Note: Strip seal gland not shown for clarity.



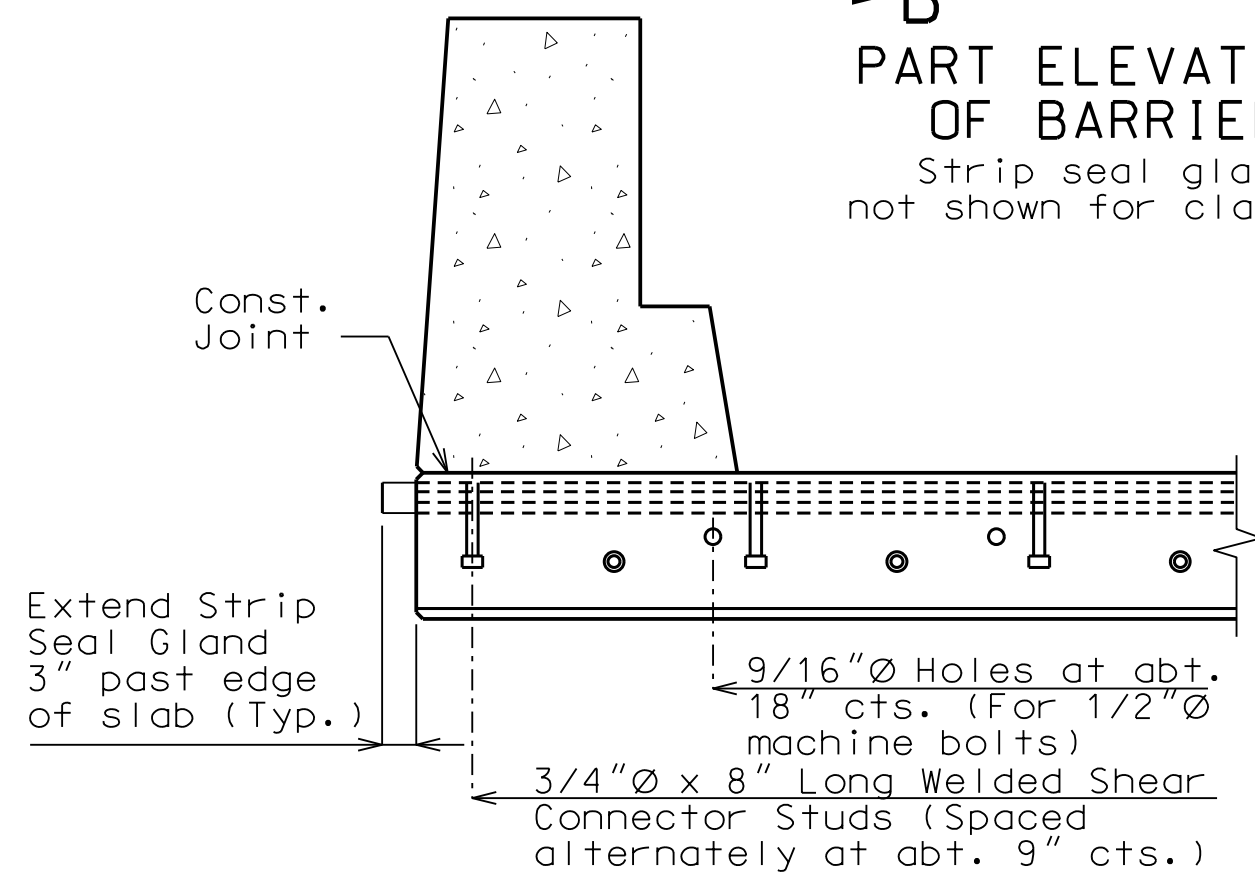
PLAN



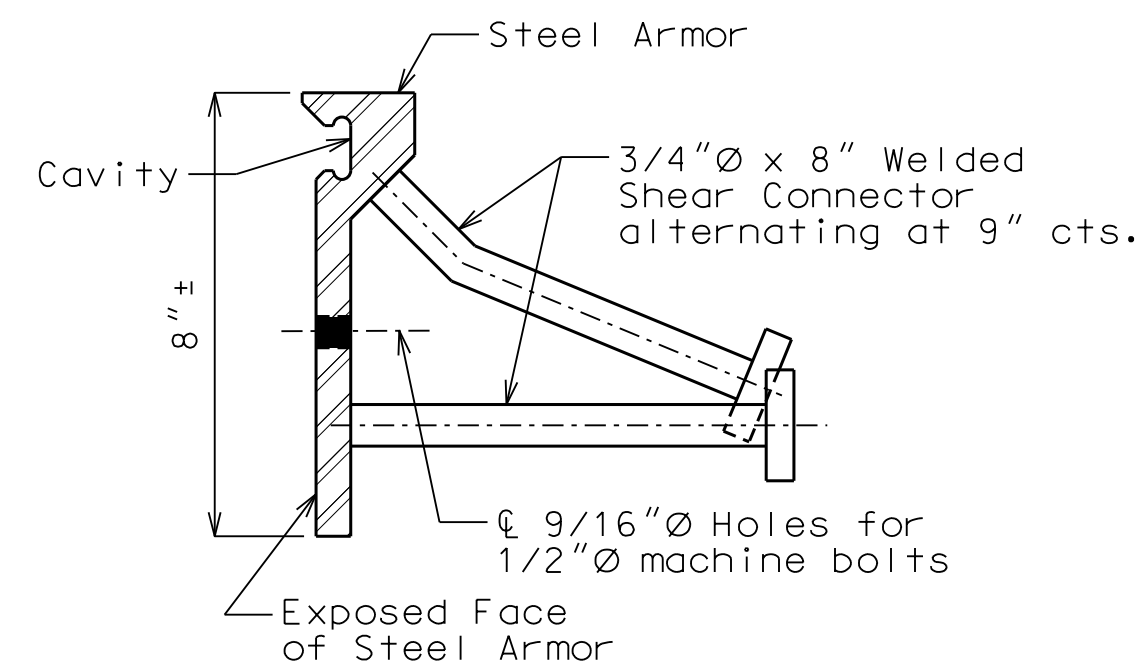
DETAIL A



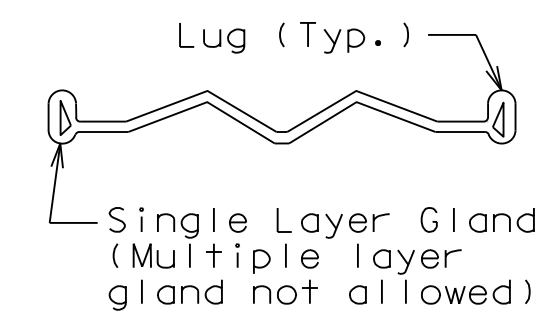
PART ELEVATION OF BARRIER
Strip seal gland not shown for clarity.



PART SECTION B-B



DETAIL OF JOINT ARMOR



DETAIL OF GLAND

GENERAL NOTES:

Expansion joint system shall be fabricated in one section, except for staged construction and when the length is over 50 feet. A complete joint penetration groove welded splice shall be required. Welds shall be ground flush to provide a smooth surface. The expansion joint system shall be fabricated and installed to the crown and grade of the roadway.

The strip seal gland shall be installed in joints in one continuous piece without field splices. Factory splicing will be permitted for joints in excess of 53 feet.

Structural steel for the expansion joint system shall be ASTM A709 Grade 36 except the steel armor may be ASTM A709 Grade 50W. Anchors for the expansion joint system shall be in accordance with Sec 1037. Strip seal expansion joint system shall be in accordance with Sec 717.

Structural steel for the expansion joint system shall be coated with a minimum of two coats of inorganic zinc primer to provide a total dry film thickness of 4 mils minimum, 6 mils maximum, or galvanized in accordance with ASTM A123. Anchors need not be protected from overspray.

Existing longitudinal reinforcing steel shall be cut so that ends shall be 1" from the vertical leg of the steel armor at the expansion joint system.

Concrete shall be forced under and around steel armor and anchors. Proper consolidation of the concrete shall be achieved by localized internal vibration.

② The installation temperature shall be taken as the actual air temperature averaged over the 24-hour period immediately preceding installation.

③ Construction personnel will indicate the strip seal expansion joint system installed.

Steel armor may also be referred to as extrusion or rail.

Steel armor shall be supported per the manufacturer's recommendations prior to placement of the concrete.

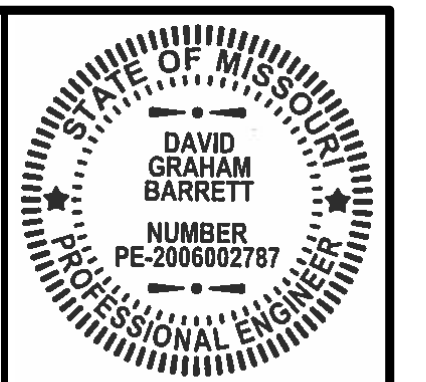
For details and reinforcement of barrier curb replacement, see Sheet No. 19.

Table of Allowed Transverse Strip Seal Expansion Joint System

Manufacturer	Strip Seal System (Designated Name)	Movement Parallel to RDWY	Allowed Installation Gap @ Air/Surface Temperature					③	
			① Normal, to Joint at RDWY Surface	②					
			@ 40°F	@ 50°F	@ 60°F	@ 70°F	@ 80°F	@ 90°F	
D S Brown	Strip seal L2-400	1 1/16"	2 3/16"	2 1/16"	2"	1 15/16"	1 13/16"	1 3/4"	□
Watson Bowman Acme (Wabo)	Strip seal SE-300	1 1/16"	2 3/16"	2 1/16"	2"	1 15/16"	1 13/16"	1 3/4"	□

STRIP SEAL EXPANSION JOINT SYSTEM AT ABUTMENTS

REPAIRS TO BRIDGE:
BERN STREET OVER
COOKINGHAM DRIVE



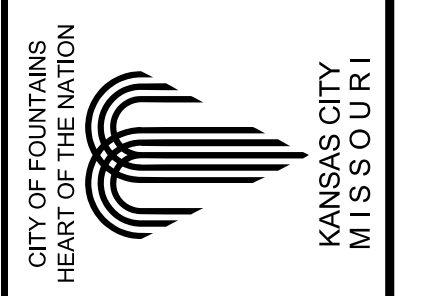
THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

DATE PREPARED: 12/10/2021
STATE: MO
DISTRICT: KC SHEET NO.: 18
COUNTY: PLATTE
AVIATION PROJECT NO.: 62220553
CONSULTANT PROJECT NO.: 200447-02

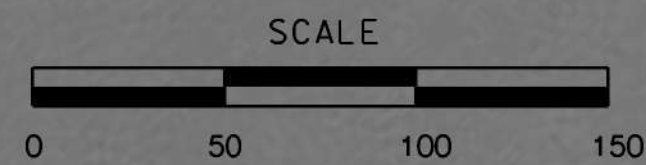
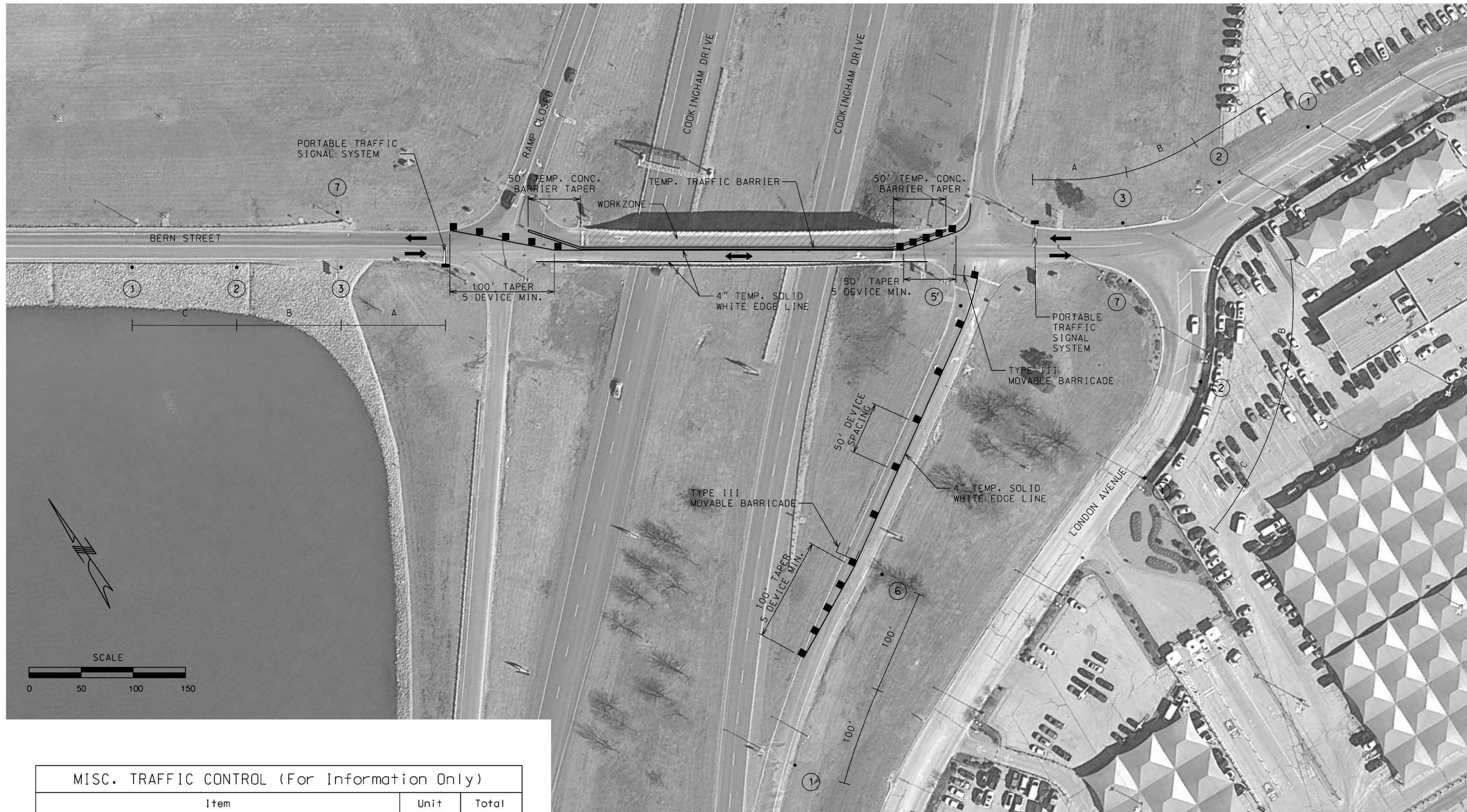
BRIDGE NO.: N199B41

DESCRIPTION	DATE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000866



MISC. TRAFFIC CONTROL (For Information Only)		
Item	Unit	Total
Temporary 4" Solid White Edge Line	LF	1300
Temporary 4" Solid White Edge Line Removal	LF	1300
Channelizers	EA	21
Temporary Construction Signs	EA	13
Type III Movable Barricade	EA	2

NOTES:

- (1) SEE BERN STREET GENERAL NOTES FOR APPLICABLE SIGN SPACING
- (2) REMOVE EXISTING PAVEMENT MARKING PRIOR TO PLACING TEMPORARY PAVEMENT MARKING

ESTIMATED QUANTITIES		
Item	Unit	Total
Miscellaneous Traffic Control	LS	1
Temporary Traffic Barrier	LF	412.5
Portable Traffic Signal System	LS	1

TRAFFIC CONTROL STAGE 1



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DATE PREPARED 12/10/2021

STATE MO

DISTRICT KC SHEET NO. 21

COUNTY PLATTE

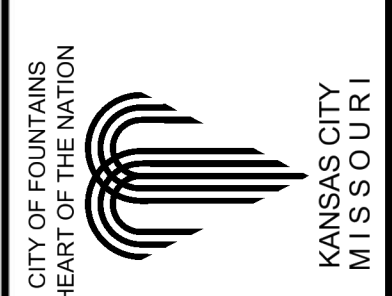
AVIATION PROJECT NO. 62220553

CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N199B41

DATE	DESCRIPTION

CITY OF KANSAS CITY, MISSOURI
 AVIATION DEPARTMENT
 KANSAS CITY
 INTERNATIONAL AIRPORT
 REHABILITATE WALLS AND BRIDGES



HDR Engineering, Inc.
 10450 Holmes Road
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 Kansas City, MO 64131-3471
 816-360-2700
 Certificate of Authority: 000856

REPAIRS TO BRIDGE:
 BERN STREET OVER
 COOKINGHAM DRIVE

DETOUR PLAN

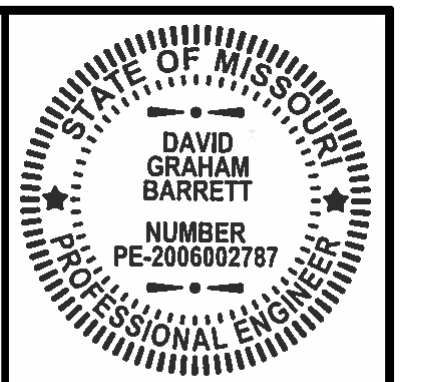


TERMINAL B & C RECIRCULATION DETOUR

Sheet No. 25 of 38

MISC. TRAFFIC CONTROL (For Information Only)		
Item	Unit	Total
Construction Signs	EA	20

NOTES:
 (1) EXISTING RECIRCULATION DETOUR SIGNS SHALL BE COVERED FOR THE DURATION OF CONSTRUCTION AT BERN STREET.
 (2) RECIRCULATION DETOUR SHALL BE ESTABLISHED PRIOR TO BEGINNING WORK IN STAGE 1 AND SHALL REMAIN IN PLACE UNTIL COMPLETION OF WORK IN STAGE 2.

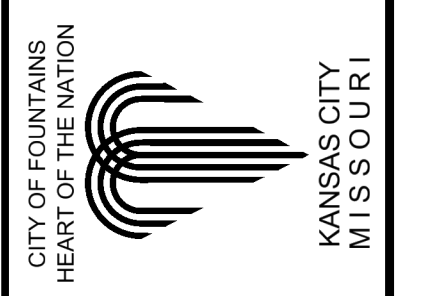


THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY
 DATE PREPARED 12/10/2021
 STATE MO
 DISTRICT KC SHEET NO. 25
 COUNTY PLATTE
 AVIATION PROJECT NO. 62220553
 CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N199B41

DATE	DESCRIPTION

CITY OF KANSAS CITY, MISSOURI
 AVIATION DEPARTMENT
 KANSAS CITY
 INTERNATIONAL AIRPORT
 REHABILITATE WALLS AND BRIDGES



HDR Engineering, Inc.
 10450 Holmes Road
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 Kansas City, MO 64131-3471
 816-360-2700
 Certificate of Authority: 000856

REPAIRS TO BRIDGE:
 BERN STREET OVER
 COOKINGHAM DRIVE



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DATE PREPARED 12/10/2021

STATE MO

DISTRICT KC SHEET NO. 26

COUNTY PLATTE

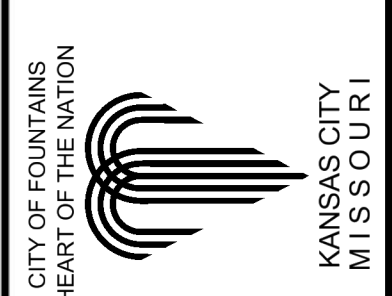
AVIATION PROJECT NO. 62220553

CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N199B41

DATE	DESCRIPTION

CITY OF KANSAS CITY, MISSOURI
 AVIATION DEPARTMENT
 KANSAS CITY
 INTERNATIONAL AIRPORT
 REHABILITATE WALLS AND BRIDGES



ESTIMATED QUANTITIES		
Item	Unit	Total
Pavement Marking 4" Double Solid Yellow Lane Line	LF	300
Pavement Marking 24" Solid White Stop Line	LF	24
Pavement Marking Through/Left Arrow	EA	2

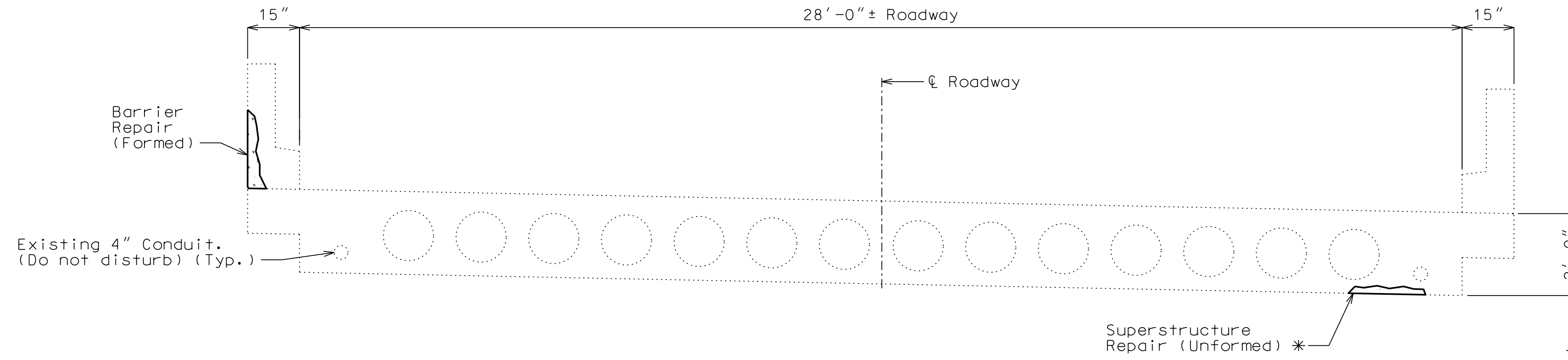
PAVEMENT MARKING

Sheet No. 26 of 38

REPAIRS TO BRIDGE:
 BERN STREET OVER
 COOKINGHAM DRIVE

HDR HDR Engineering, Inc.
 10450 Holmes Road
 Suite 600
 Kansas City, MO 64131-3471
 816-360-2700
 Certificate of Authority: 000856

U.I.P. AND REHABILITATE EXISTING (44'-44') CONTINUOUS CONCRETE VOIDED SLAB SPANS



TYPICAL SECTION THRU EXISTING DECK

* Match existing concrete color. Apply tinted sealer to blend repairs to existing concrete. Cost of sealer to be included with cost of other items.

ESTIMATED QUANTITIES		
Item	Unit	Total
Misc. Traffic Control	Lump Sum	1
Substructure Repair (Formed)	Sq. Ft.	15
Superstructure Repair (Formed)	Sq. Ft.	4
Barrier Repair (Formed)	Sq. Ft.	24
Superstructure Repair (Unformed)	Sq. Ft.	4
Epoxy Pressure Injecting	Lin. Ft.	23
Weep Drain Clean and Repair	Each	8
Embedded Galvanic Anodes	Each	42
Concrete Protective Coating (Epoxy)	Sq. Ft.	2490

GENERAL NOTES:

DESIGN SPECIFICATIONS:
2002 AASHTO LFD (17th Ed.) Standard Specifications
Bridge Deck Rating = 7

DESIGN LOADING
HS20-44 Modified (1970)

JOINT FILLER:
All joint filler shall be in accordance with Sec 1057 for preformed sponge rubber expansion and partition joint filler, except as noted.

CONCRETE REPAIRS:
Epoxy Pressure Injection to be performed where specified on plans. See Special Provisions.

Shotcrete may be used for Superstructure Repair (Unformed). See Special Provisions.

REINFORCING STEEL:
Minimum clearance to reinforcing steel shall be 1-1/2", unless otherwise shown.

Bars bonded in old concrete, not removed, shall be cleanly stripped and embedded into new concrete where possible. If length is available, old bars shall extend into new concrete at least 40 diameters for smooth bars and 30 diameters for deformed bars, unless otherwise noted.

CONCRETE PROTECTIVE COATING:
Protective Coatings for concrete shall be applied as shown on the bridge plans and in accordance with Special Provisions.

TRAFFIC:
Traffic to be maintained on structure. Impact to traffic on Bonn Circle below the structure shall be minimized to the extent possible. A single lane drop is allowed to complete the repairs. Coordinate with the Kansas City Aviation Department to maintain access to open terminals and ongoing terminal construction.

MISCELLANEOUS:

Outline of old work is indicated by light dashed lines. Heavy lines indicate new work.

Contractor shall verify all dimensions in field before ordering new material.

All concrete repairs shall be in accordance with Sec 704, unless otherwise noted.

For materials and construction procedures, the contractor shall follow the specifications as stated in the "Missouri Standard Specifications for Highway Construction - 2020" and supplemental revisions as maintained by the Missouri Department of Transportation (MoDOT). In addition, refer to the general Job Special Provisions which supersede the "Standard Specifications" for various items on this project.

"Sec" refers to MoDOT standard specification.

EMBEDDED GALVANIC ANODES:

Passive Cathodic Protection of existing reinforcing shall be provided by galvanic anodes, electrically continuous with the reinforcement and embedded in replacement surface concrete. See Job Special Provisions.

Embedded Galvanic Anodes are discrete anodes. They shall be installed around the perimeter of all concrete repair areas of abutment walls, concrete slab and barrier curbs, with the spacing between anodes in accordance with the layout, and as directed by the engineer.

Anodes shall be mechanically and electrically connected to the reinforcement using attached tie wires. Connection shall provide adequate support to assure anodes will not move during placement of new concrete.

Anode spacing shown in layout is the maximum spacing allowed unless approved otherwise by Engineer. Anodes shall be installed as close as practical to bar intersections, with connections made to both bars. See Layout for typical anode layout. Actual will be determined in field, based on location of existing reinforcement.

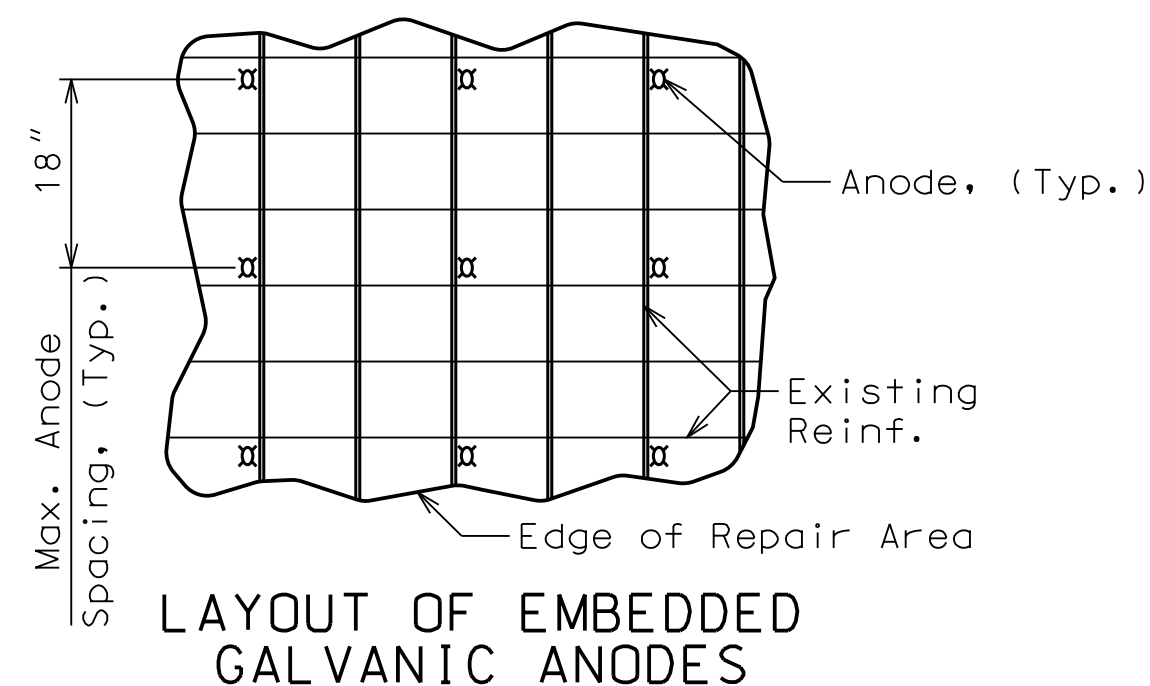
Maximum anode spacing shown in layout shall be reduced by 50% in reinforcement spliced areas.

Limits of anode installation shall be the same as limits of Substructure Repair (Formed), Superstructure Repair (Formed) and Barrier Curb Repair (Formed).

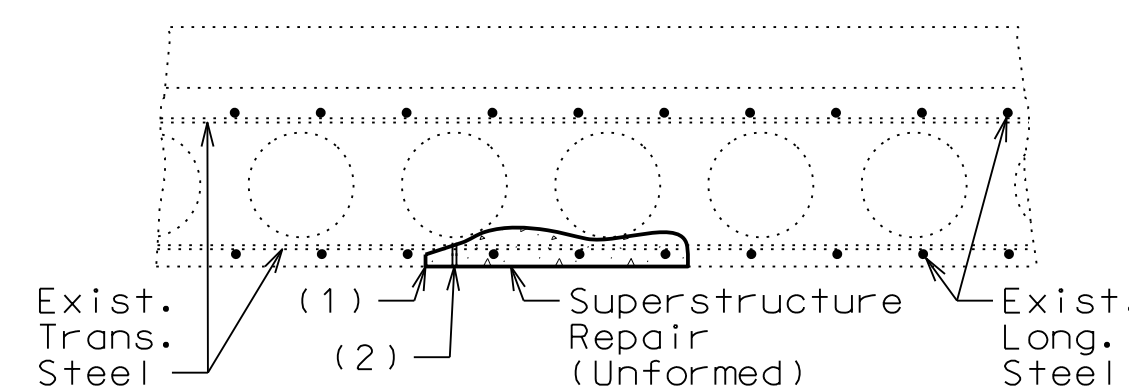
Contractor shall verify electrical continuity of reinforcement and connection between anode and reinforcement in accordance with the Job Special Provisions. Any remedial work necessary to establish electrical continuity shall be incidental to the passive cathodic protection items.

Galvanic anode quantity is based on the approximate repair areas.

The cost of all labor, equipment and materials to install the galvanic anodes will be considered completely covered by the contract unit price for Embedded Galvanic Anodes.



LAYOUT OF EMBEDDED GALVANIC ANODES

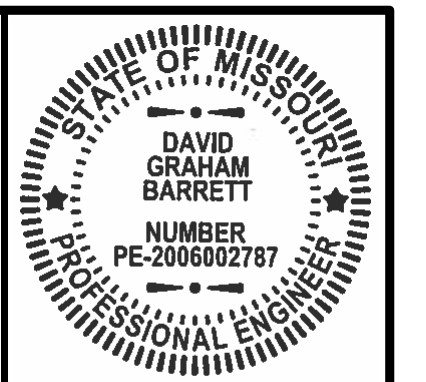


SUPERSTRUCTURE REPAIR (UNFORMED)

- (1) 1" vertical side shall be established outside the deteriorated area.
- (2) Restore existing weep hole, if encountered.

TYPICAL SECTION, GENERAL NOTES AND ESTIMATED QUANTITIES

**REPAIRS TO BRIDGE:
TERMINAL B INBOUND
OVER BONN CIRCLE**



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DATE PREPARED
12/10/2021

STATE MO	SHEET NO. 27
--------------------	------------------------

COUNTY
PLATTE

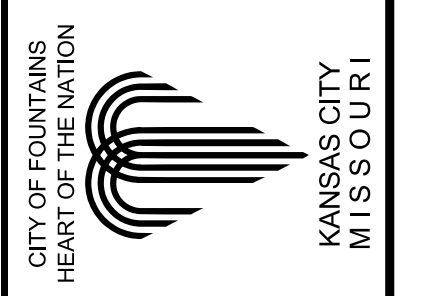
AVIATION PROJECT NO.
62220553

CONSULTANT PROJECT NO.
200447-02

BRIDGE NO.
N193B11

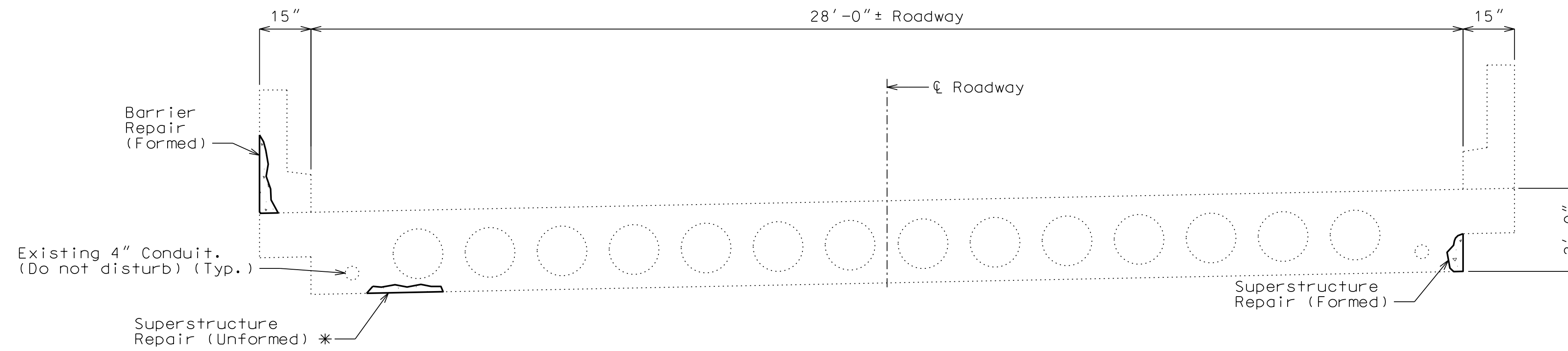
DATE	DESCRIPTION

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
**KANSAS CITY
INTERNATIONAL AIRPORT**
REHABILITATE WALLS AND BRIDGES



HDR HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000856

U.I.P. AND REHABILITATE EXISTING (44'-44') CONTINUOUS CONCRETE VOIDED SLAB SPANS



* Match existing concrete color. Apply tinted sealer to blend repairs to existing concrete. Cost of sealer to be included with cost of other items.

TYPICAL SECTION THRU EXISTING DECK

ESTIMATED QUANTITIES		
Item	Unit	Total
Misc. Traffic Control	Lump Sum	1
Substructure Repair (Formed)	Sq. Ft.	9
Superstructure Repair (Formed)	Sq. Ft.	7
Barrier Repair (Formed)	Sq. Ft.	5
Superstructure Repair (Unformed)	Sq. Ft.	9
Epoxy Pressure Injecting	Lin. Ft.	21
Weep Drain Clean and Repair	Each	8
Embedded Galvanic Anodes	Each	28
Concrete Protective Coating (Epoxy)	Sq. Ft.	2520

GENERAL NOTES:

DESIGN SPECIFICATIONS:
2002 AASHTO LFD (17th Ed.) Standard Specifications
Bridge Deck Rating = 7

DESIGN LOADING
HS20-44 Modified (1970)

JOINT FILLER:
All joint filler shall be in accordance with Sec 1057 for preformed sponge rubber expansion and partition joint filler, except as noted.

CONCRETE REPAIRS:
Epoxy Pressure Injection to be performed where specified on plans. See Special Provisions.

Shotcrete may be used for Superstructure Repair (Unformed). See Special Provisions.

REINFORCING STEEL:
Minimum clearance to reinforcing steel shall be 1-1/2", unless otherwise shown.

Bars bonded in old concrete, not removed, shall be cleanly stripped and embedded into new concrete where possible. If length is available, old bars shall extend into new concrete at least 40 diameters for smooth bars and 30 diameters for deformed bars, unless otherwise noted.

CONCRETE PROTECTIVE COATING:
Protective Coatings for concrete shall be applied as shown on the bridge plans and in accordance with Special Provisions.

TRAFFIC:
Traffic to be maintained on structure. Impact to traffic on Bonn Circle below the structure shall be minimized to the extent possible. A single lane drop is allowed to complete the repairs. Coordinate with the Kansas City Aviation Department to maintain access to open terminals and ongoing terminal construction.

MISCELLANEOUS:

Outline of old work is indicated by light dashed lines. Heavy lines indicate new work.

Contractor shall verify all dimensions in field before ordering new material.

All concrete repairs shall be in accordance with Sec 704, unless otherwise noted.

For materials and construction procedures, the contractor shall follow the specifications as stated in the "Missouri Standard Specifications for Highway Construction - 2020" and supplemental revisions as maintained by the Missouri Department of Transportation (MoDOT). In addition, refer to the general Job Special Provisions which supersede the "Standard Specifications" for various items on this project.

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Anodes shall be mechanically and electrically connected to the reinforcement using attached tie wires. Connection shall provide adequate support to assure anodes will not move during placement of new concrete.

Anode spacing shown in layout is the maximum spacing allowed unless approved otherwise by Engineer. Anodes shall be installed as close as practical to bar intersections, with connections made to both bars. See Layout for typical anode layout. Actual will be determined in field, based on location of existing reinforcement.

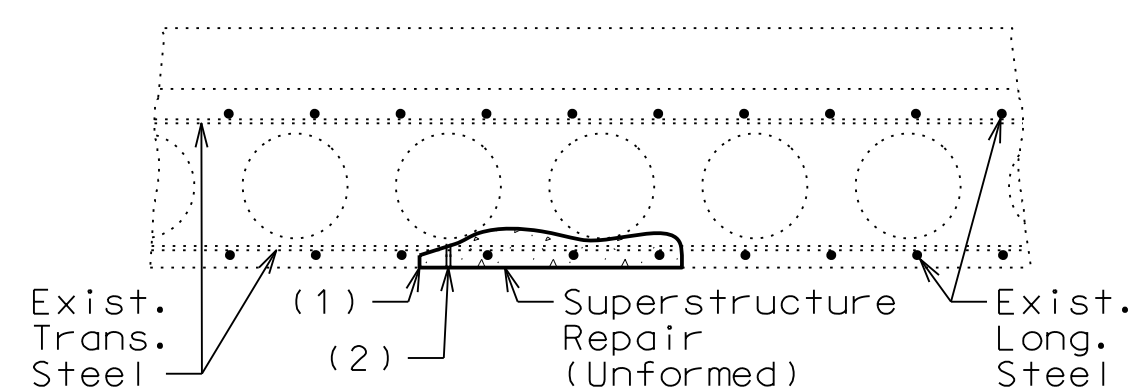
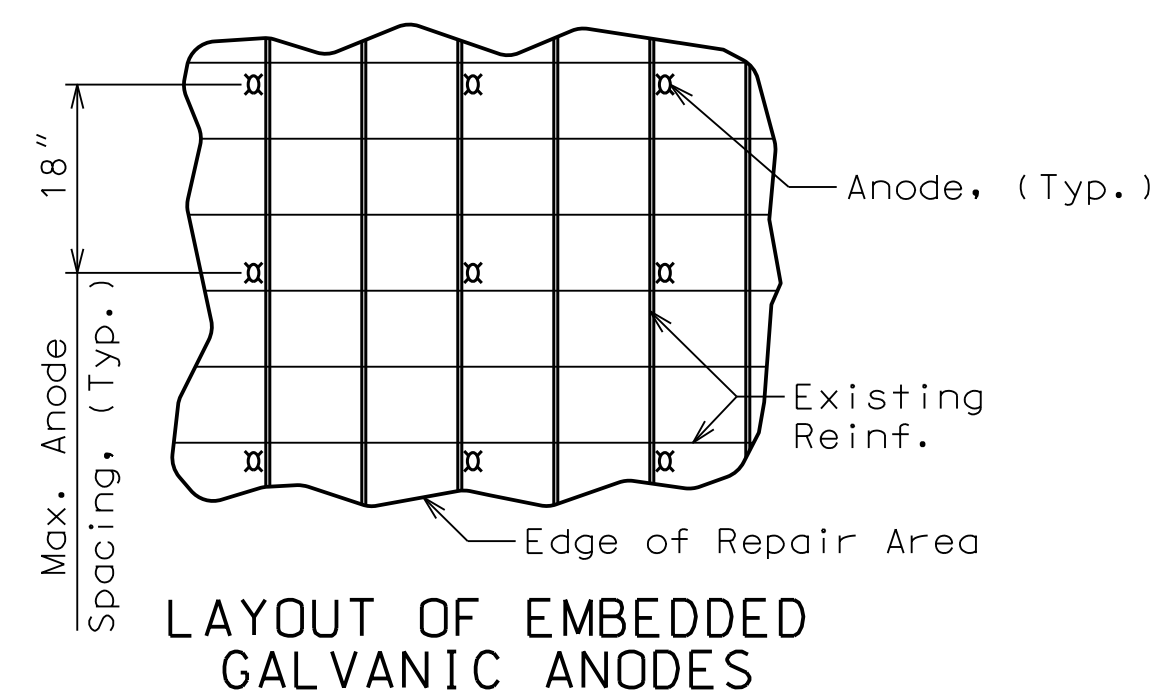
Maximum anode spacing shown in layout shall be reduced by 50% in reinforcement spliced areas.

Limits of anode installation shall be the same as limits of Substructure Repair (Formed), Superstructure Repair (Formed) and Barrier Curb Repair (Formed).

Contractor shall verify electrical continuity of reinforcement and connection between anode and reinforcement in accordance with the Job Special Provisions. Any remedial work necessary to establish electrical continuity shall be incidental to the passive cathodic protection items.

Galvanic anode quantity is based on the approximate repair areas.

The cost of all labor, equipment and materials to install the galvanic anodes will be considered completely covered by the contract unit price for Embedded Galvanic Anodes.



SUPERSTRUCTURE REPAIR (UNFORMED)

(1) 1" vertical side shall be established outside the deteriorated area.

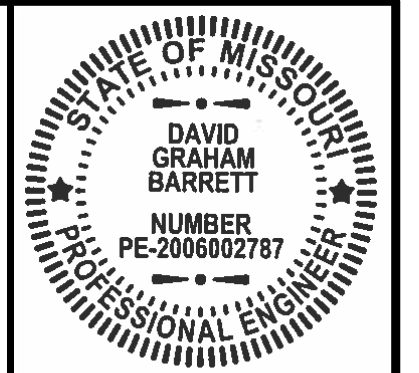
(2) Restore existing weep hole, if encountered.

TYPICAL SECTION, GENERAL NOTES AND ESTIMATED QUANTITIES

Note: This drawing is not to scale. Follow dimensions.

Sheet No. 29 of 38

REPAIRS TO BRIDGE:
TERMINAL B OUTBOUND
OVER BONN CIRCLE



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DATE PREPARED 12/10/2021

STATE MO

DISTRICT KC SHEET NO. 29

COUNTY PLATTE

AVIATION PROJECT NO. 62220553

CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N193B12

DESCRIPTION

DATE

CITY OF KANSAS CITY, MISSOURI

AVIATION DEPARTMENT

KANSAS CITY

INTERNATIONAL AIRPORT

REHABILITATE WALLS AND BRIDGES

CITY OF FOUNTAINS

HEART OF THE NATION

KANSAS CITY

MISSOURI

HDR Engineering, Inc.

10450 Holmes Road

Suite 600

Kansas City, MO 64131-3471

816-360-2700

Certificate of Authority: 000856



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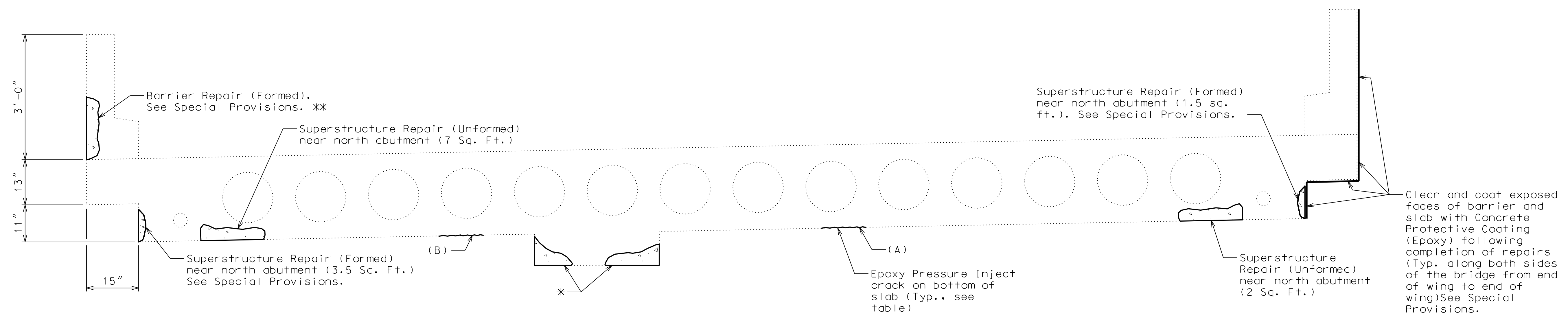
DATE PREPARED 12/10/2021

STATE MO
DISTRICT KC SHEET NO. 30

COUNTY PLATTE
AVIATION PROJECT NO. 62220553
CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N193B12

DATE	DESCRIPTION



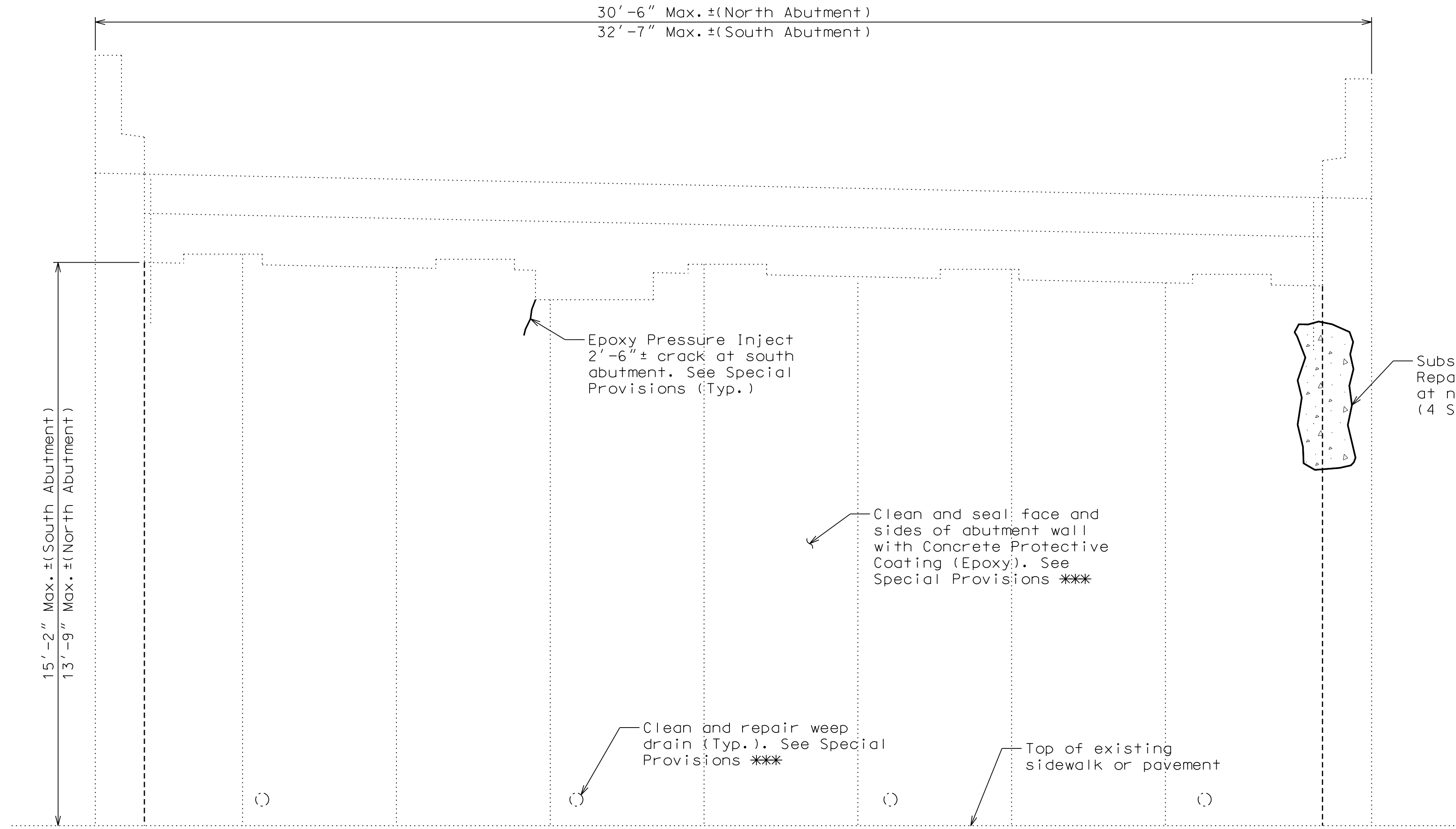
TYPICAL SECTION SHOWING REPAIRS
(Looking South)

* Superstructure Repair (Formed). Required on existing shear block at north abutment (2 Sq. Ft.). See Special Provisions.

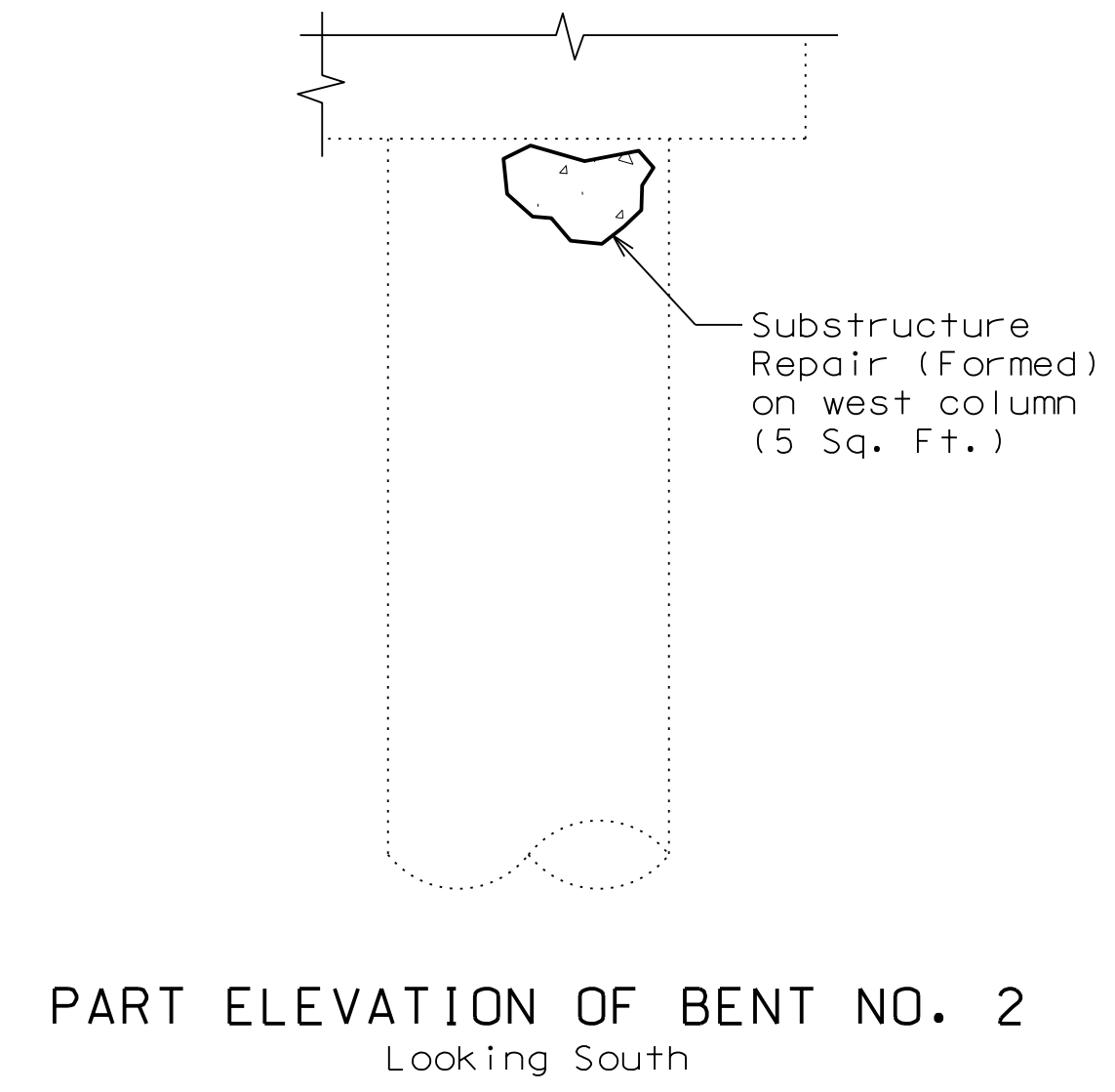
** Formed repairs located on east barrier near north abutment. (5 Sq. Ft.)

TABLE OF EPOXY PRESSURE CRACK REPAIRS

Location	Description	Area (Sq.Ft.)
A	• Bottom of slab in Span (1-2) (3 locations)	6.0
	• Bottom of slab in Span (1-2) near Bent No. 2	4.0
	• Bottom of slab in Span (2-3) near Bent No. 2	5.0
B	Bottom of slab in Span (2-3)	3.0



ABUTMENT ELEVATION
(North Abutment Shown, south abutment similar)



PART ELEVATION OF BENT NO. 2
Looking South

Notes:

All labor, equipment and materials necessary to complete the repairs shown will be completely covered by the contract unit price per square foot for Substructure Repair (Formed), Superstructure Repair (Formed), Superstructure Repair (Unformed) and Barrier Repair (Formed).

All labor, equipment and materials necessary to complete the crack repairs shown will be considered completely covered by the contract unit price for Epoxy Pressure Injecting per linear foot. See Special Provisions.

Repair areas and crack lengths shown are approximate. Repairs shall be made based on the condition of the structure at the time of repair.

MISCELLANEOUS REPAIR DETAILS

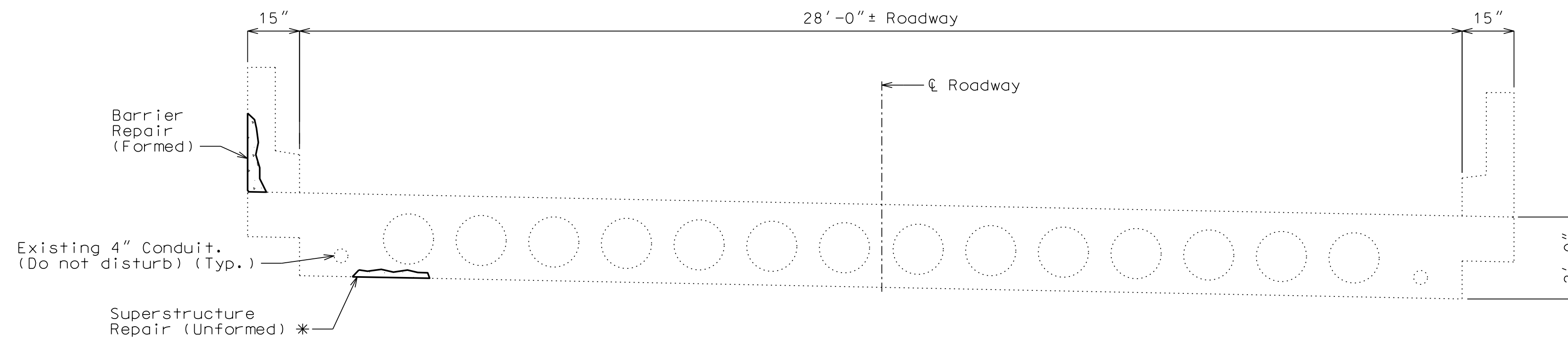
REPAIRS TO BRIDGE:
TERMINAL B OUTBOUND
OVER BONN CIRCLE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



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U.I.P. AND REHABILITATE EXISTING (44'-44') CONTINUOUS CONCRETE VOIDED SLAB SPANS



TYPICAL SECTION THRU EXISTING DECK

* Match existing concrete color. Apply tinted sealer to blend repairs to existing concrete. Cost of sealer to be included with cost of other items.

ESTIMATED QUANTITIES		
Item	Unit	Total
Misc. Traffic Control	Lump Sum	1
Substructure Repair (Formed)	Sq. Ft.	3
Superstructure Repair (Formed)	Sq. Ft.	3
Barrier Repair (Formed)	Sq. Ft.	19
Superstructure Repair (Unformed)	Sq. Ft.	9
Epoxy Pressure Injecting	Lin. Ft.	63
Weep Drain Clean and Repair	Each	8
Embedded Galvanic Anodes	Each	38
Concrete Protective Coating (Epoxy)	Sq. Ft.	2510

GENERAL NOTES:

DESIGN SPECIFICATIONS:
2002 AASHTO LFD (17th Ed.) Standard Specifications
Bridge Deck Rating = 7

DESIGN LOADING
HS20-44 Modified (1970)

JOINT FILLER:
All joint filler shall be in accordance with Sec 1057 for preformed sponge rubber expansion and partition joint filler, except as noted.

CONCRETE REPAIRS:
Epoxy Pressure Injection to be performed where specified on plans. See Special Provisions.

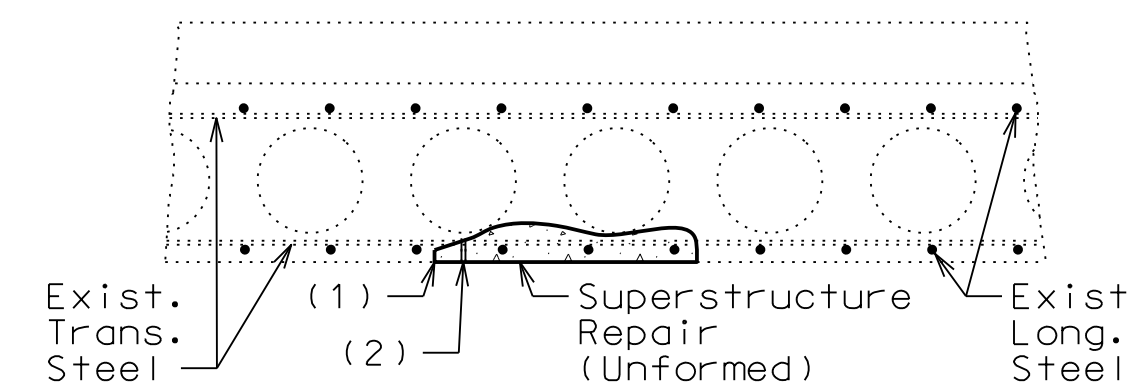
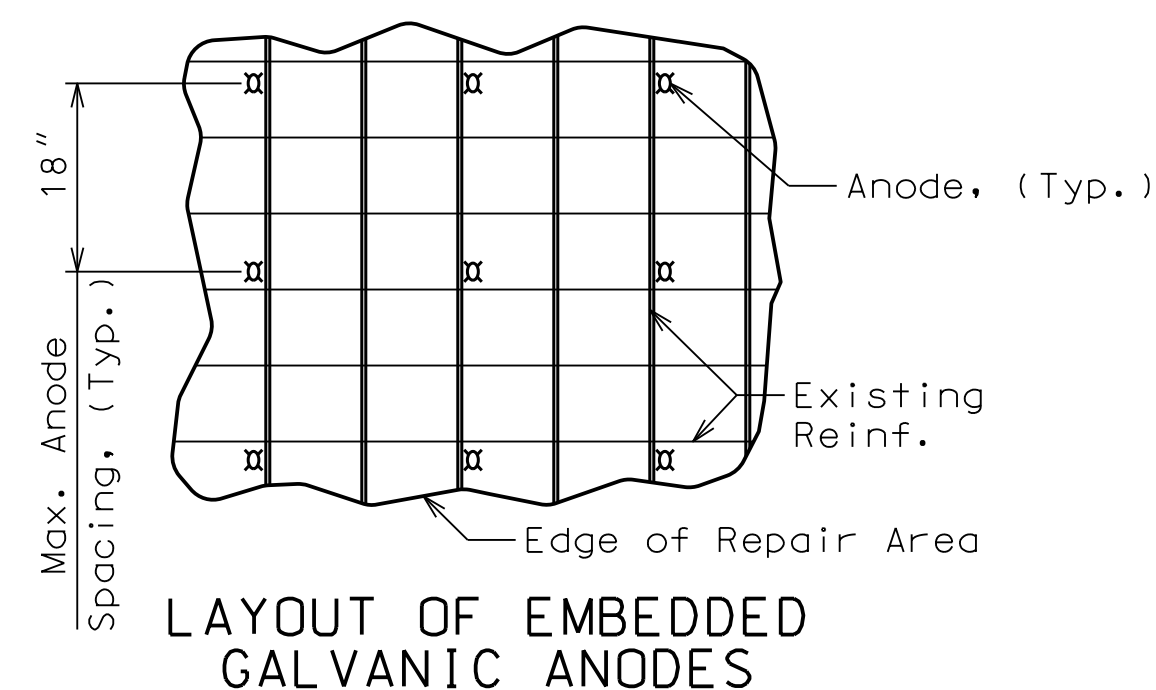
Shotcrete may be used for Superstructure Repair (Unformed). See Special Provisions.

REINFORCING STEEL:
Minimum clearance to reinforcing steel shall be 1-1/2", unless otherwise shown.

Bars bonded in old concrete, not removed, shall be cleanly stripped and embedded into new concrete where possible. If length is available, old bars shall extend into new concrete at least 40 diameters for smooth bars and 30 diameters for deformed bars, unless otherwise noted.

CONCRETE PROTECTIVE COATING:
Protective Coatings for concrete shall be applied as shown on the bridge plans and in accordance with Special Provisions.

TRAFFIC:
Traffic to be maintained on structure. Impact to traffic on Bonn Circle below the structure shall be minimized to the extent possible. A single lane drop is allowed to complete the repairs. Coordinate with the Kansas City Aviation Department to maintain access to open terminals, ongoing terminal construction and any partial closure of Circle Parking Lot E-3 or E-4.



SUPERSTRUCTURE REPAIR (UNFORMED)

- (1) 1" vertical side shall be established outside the deteriorated area.
- (2) Restore existing weep hole, if encountered.

MISCELLANEOUS:

Outline of old work is indicated by light dashed lines. Heavy lines indicate new work.

Contractor shall verify all dimensions in field before ordering new material.

All concrete repairs shall be in accordance with Sec 704, unless otherwise noted.

For materials and construction procedures, the contractor shall follow the specifications as stated in the "Missouri Standard Specifications for Highway Construction - 2020" and supplemental revisions as maintained by the Missouri Department of Transportation (MoDOT). In addition, refer to the general Job Special Provisions which supersede the "Standard Specifications" for various items on this project.

"Sec" refers to MoDOT standard specification.

EMBEDDED GALVANIC ANODES:

Passive Cathodic Protection of existing reinforcing shall be provided by galvanic anodes, electrically continuous with the reinforcement and embedded in replacement surface concrete. See Job Special Provisions.

Embedded Galvanic Anodes are discrete anodes. They shall be installed around the perimeter of all concrete repair areas of abutment walls, concrete slab and barrier curbs, with the spacing between anodes in accordance with the layout, and as directed by the engineer.

Anodes shall be mechanically and electrically connected to the reinforcement using attached tie wires. Connection shall provide adequate support to assure anodes will not move during placement of new concrete.

Anode spacing shown in layout is the maximum spacing allowed unless approved otherwise by Engineer. Anodes shall be installed as close as practical to bar intersections, with connections made to both bars. See Layout for typical anode layout. Actual will be determined in field, based on location of existing reinforcement.

Maximum anode spacing shown in layout shall be reduced by 50% in reinforcement spliced areas.

Limits of anode installation shall be the same as limits of Substructure Repair (Formed), Superstructure Repair (Formed) and Barrier Curb Repair (Formed).

Contractor shall verify electrical continuity of reinforcement and connection between anode and reinforcement in accordance with the Job Special Provisions. Any remedial work necessary to establish electrical continuity shall be incidental to the passive cathodic protection items.

Galvanic anode quantity is based on the approximate repair areas.

The cost of all labor, equipment and materials to install the galvanic anodes will be considered completely covered by the contract unit price for Embedded Galvanic Anodes.

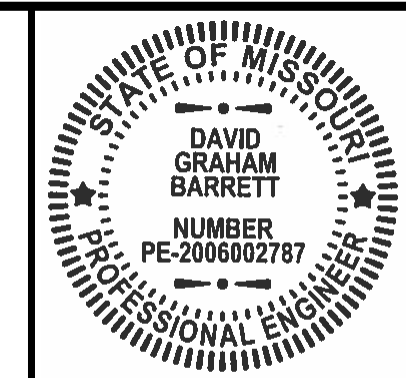
TYPICAL SECTION, GENERAL NOTES AND ESTIMATED QUANTITIES

**REPAIRS TO BRIDGE:
TERMINAL C INBOUND
OVER BONN CIRCLE**

Detailled June 2021
Checked June 2021

Note: This drawing is not to scale. Follow dimensions.

Sheet No. 31 of 38



THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

DATE PREPARED
12/10/2021

STATE
MO

DISTRICT
KC

SHEET NO.
31

COUNTY
PLATTE

AVIATION PROJECT NO.
62220553

CONSULTANT PROJECT NO.
200447-02

BRIDGE NO.
N192B41

DESCRIPTION

DATE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

HDR Engineering, Inc.

10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000866



THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

DATE PREPARED 12/10/2021

STATE MO

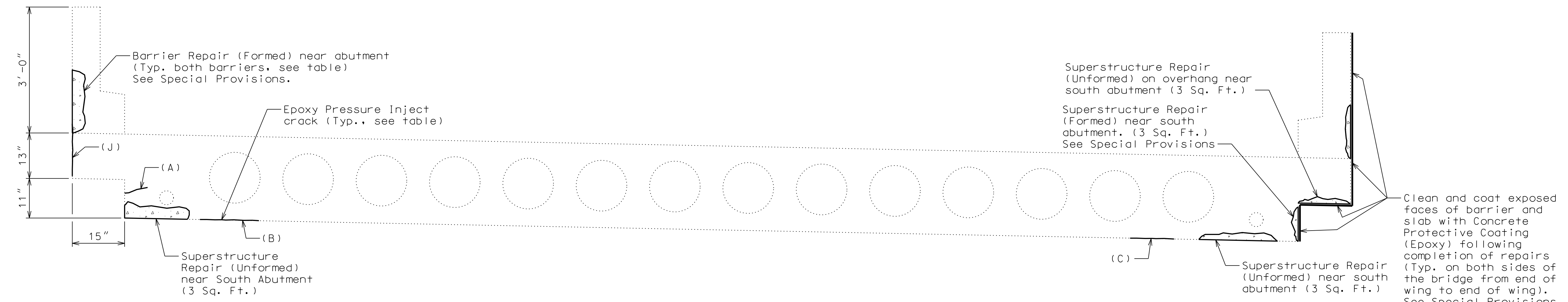
DISTRICT KC SHEET NO. 32

COUNTY PLATTE

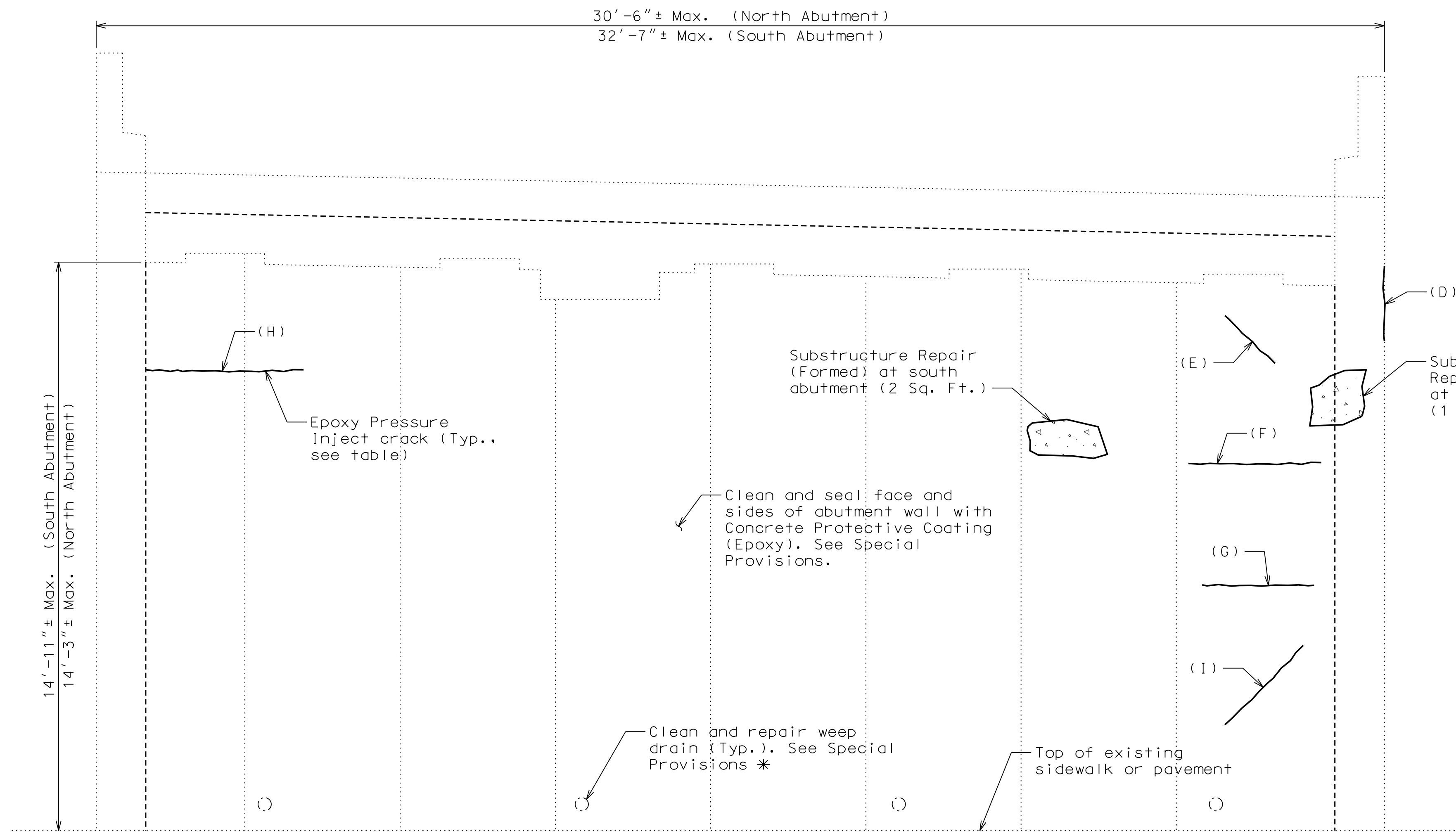
AVIATION PROJECT NO. 62220553

CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N192B41



TYPICAL SECTION SHOWING REPAIRS
(Looking South)



ABUTMENT ELEVATION
(South Abutment shown, north abutment similar)

Location	Description	Length (Ft.)
A	East face near south abutment	2.0
B	● Bottom of slab at southeast corner ● Bottom of slab along east edge in Span (1-2)	3.5 22.0
C	Bottom of slab at southwest corner	5.0
D	West side face at south abutment	2.5
E	Upper west corner at south abutment	6.0
F	West corner (mid-height) at south abutment	4.5
G	● West corner (mid-height) at south abutment ● East corner (mid-height) at north abutment	4.0 4.0
H	Upper east corner at south abutment	3.0
I	Lower east corner at north abutment	3.0
J	Near barrier joint in Span (1-2)	3.0

Location	Area (Sq.Ft.)
● West barrier near north wing	9.0
● West barrier near south wing	4.0
● East barrier at end of north wing	2.0
● East barrier near south wing	4.0

Notes:

All labor, equipment and materials necessary to complete the repairs shown will be completely covered by the contract unit price per square foot for Substructure Repair (Formed), Superstructure Repair (Unformed), Superstructure Repair (Formed) and Barrier Repair (Formed).

All labor, equipment and materials necessary to complete the crack repairs shown will be considered completely covered by the contract unit price for Epoxy Pressure Injecting per linear foot. See Special Provisions.

Repair areas and crack lengths shown are approximate. Repairs shall be made based on the condition of the structure at the time of repair.

MISCELLANEOUS REPAIR DETAILS

REPAIRS TO BRIDGE:
TERMINAL C INBOUND
OVER BONN CIRCLE

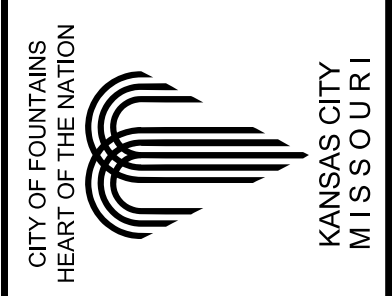
Detailed June 2021
Checked June 2021

Note: This drawing is not to scale. Follow dimensions.

Sheet No. 32 of 38

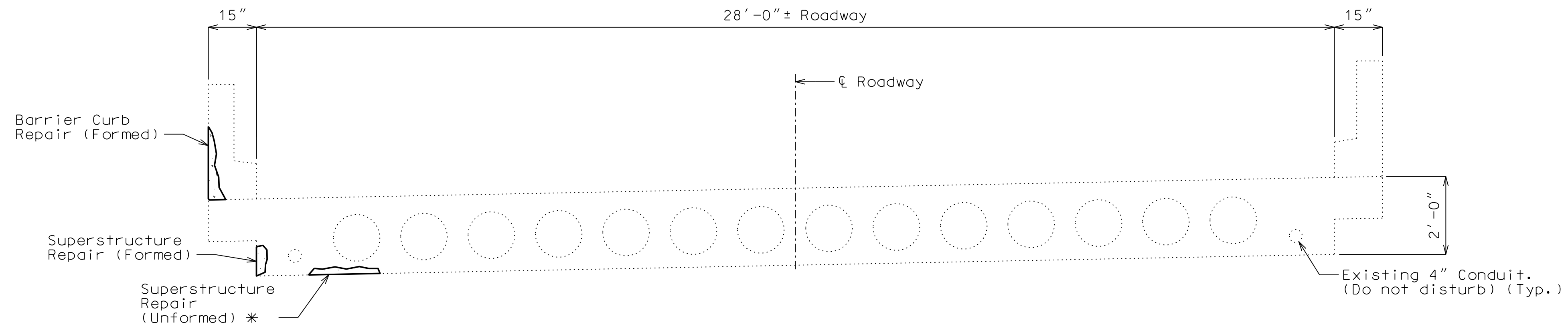
DESCRIPTION	DATE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000856

U.I.P. AND REHABILITATE EXISTING (44'-44') CONTINUOUS CONCRETE VOIDED SLAB SPANS



* Match existing concrete color. Apply tinted sealer to blend repairs to existing concrete. Cost of sealer to be included with cost of other items.

TYPICAL SECTION THRU EXISTING DECK

ESTIMATED QUANTITIES		
Item	Unit	Total
Misc. Traffic Control	Lump Sum	1
Substructure Repair (Formed)	Sq. Ft.	13
Superstructure Repair (Formed)	Sq. Ft.	3
Barrier Repair (Formed)	Sq. Ft.	8
Superstructure Repair (Unformed)	Sq. Ft.	16
Epoxy Pressure Injecting	Lin. Ft.	53
Weep Drain Clean and Repair	Each	8
Embedded Galvanic Anodes	Each	38
Concrete Protective Coating (Epoxy)	Sq. Ft.	2480

GENERAL NOTES:

DESIGN SPECIFICATIONS:
2002 AASHTO LFD (17th Ed.) Standard Specifications
Bridge Deck Rating = 7

DESIGN LOADING
HS20-44 Modified (1970)

JOINT FILLER:
All joint filler shall be in accordance with Sec 1057 for preformed sponge rubber expansion and partition joint filler, except as noted.

CONCRETE REPAIRS:
Epoxy Pressure Injection to be performed where specified on plans. See Special Provisions.

Shotcrete may be used for Superstructure Repair (Unformed). See Special Provisions.

REINFORCING STEEL:
Minimum clearance to reinforcing steel shall be 1-1/2", unless otherwise shown.

Bars bonded in old concrete, not removed, shall be cleanly stripped and embedded into new concrete where possible. If length is available, old bars shall extend into new concrete at least 40 diameters for smooth bars and 30 diameters for deformed bars, unless otherwise noted.

CONCRETE PROTECTIVE COATING:
Protective Coatings for concrete shall be applied as shown on the bridge plans and in accordance with Special Provisions.

TRAFFIC:
Traffic to be maintained on structure. Impact to traffic on Bonn Circle below the structure shall be minimized to the extent possible. A single lane drop is allowed to complete the repairs. Coordinate with the Kansas City Aviation Department to maintain access to open terminals, ongoing terminal construction and any partial closure of Circle Parking Lot E-3 or E-4.

MISCELLANEOUS:

Outline of old work is indicated by light dashed lines. Heavy lines indicate new work.

Contractor shall verify all dimensions in field before ordering new material.

All concrete repairs shall be in accordance with Sec 704, unless otherwise noted.

For materials and construction procedures, the contractor shall follow the specifications as stated in the "Missouri Standard Specifications for Highway Construction - 2020" and supplemental revisions as maintained by the Missouri Department of Transportation (MoDOT). In addition, refer to the general Job Special Provisions which supersede the "Standard Specifications" for various items on this project.

"Sec" refers to MoDOT standard specification.

EMBEDDED GALVANIC ANODES:

Passive Cathodic Protection of existing reinforcing shall be provided by galvanic anodes, electrically continuous with the reinforcement and embedded in replacement surface concrete. See Job Special Provisions.

Embedded Galvanic Anodes are discrete anodes. They shall be installed around the perimeter of all concrete repair areas of abutment walls, concrete slab and barrier curbs, with the spacing between anodes in accordance with the layout, and as directed by the engineer.

Anodes shall be mechanically and electrically connected to the reinforcement using attached tie wires. Connection shall provide adequate support to assure anodes will not move during placement of new concrete.

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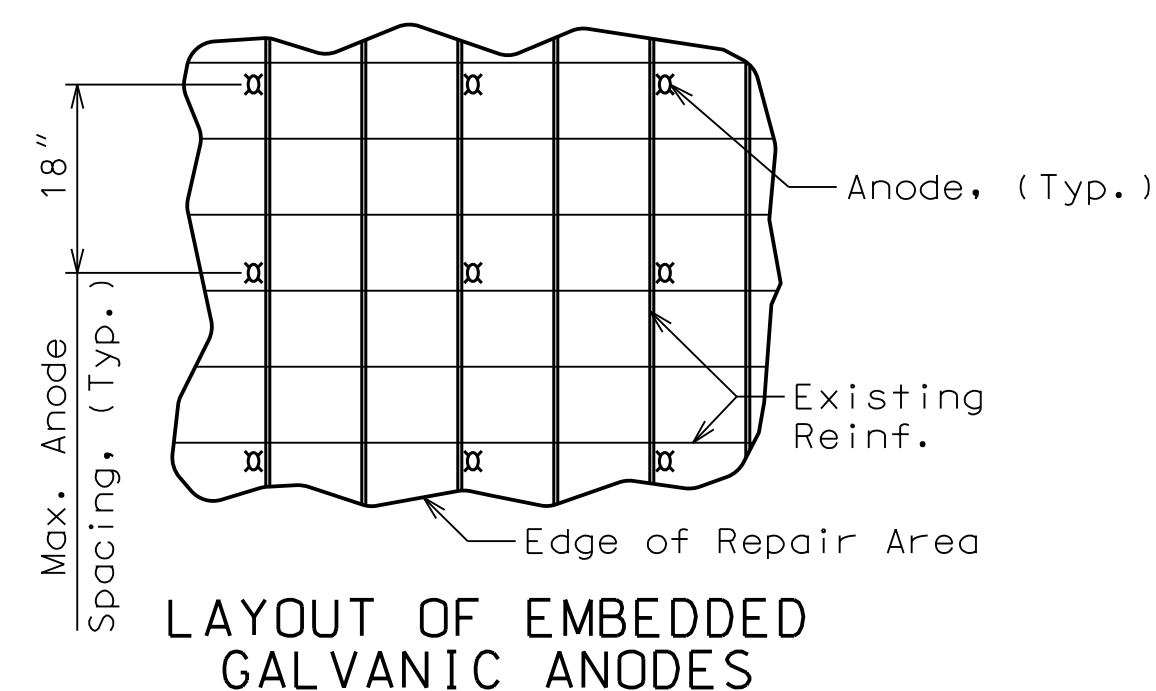
Maximum anode spacing shown in layout shall be reduced by 50% in reinforcement spliced areas.

Limits of anode installation shall be the same as limits of Substructure Repair (Formed), Superstructure Repair (Formed) and Barrier Curb Repair (Formed).

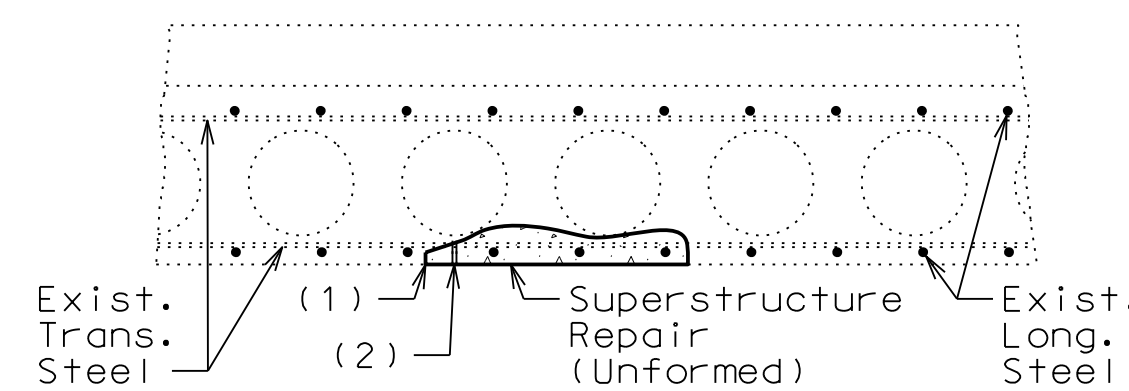
Contractor shall verify electrical continuity of reinforcement and connection between anode and reinforcement in accordance with the Job Special Provisions. Any remedial work necessary to establish electrical continuity shall be incidental to the passive cathodic protection items.

Galvanic anode quantity is based on the approximate repair areas.

The cost of all labor, equipment and materials to install the galvanic anodes will be considered completely covered by the contract unit price for Embedded Galvanic Anodes.



LAYOUT OF EMBEDDED GALVANIC ANODES



SUPERSTRUCTURE REPAIR (UNFORMED)

(1) 1" vertical side shall be established outside the deteriorated area.

(2) Restore existing weep hole, if encountered.

TYPICAL SECTION, GENERAL NOTES AND ESTIMATED QUANTITIES

Note: This drawing is not to scale. Follow dimensions.

Sheet No. 33 of 38



THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY

DATE PREPARED 12/10/2021

STATE MO

DISTRICT KC SHEET NO. 33

COUNTY PLATTE

AVIATION PROJECT NO. 62220553

CONSULTANT PROJECT NO. 200447-02

BRIDGE NO. N192B42

DESCRIPTION	DATE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES



HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000866

REPAIRS TO BRIDGE:
TERMINAL C OUTBOUND
OVER BONN CIRCLE



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DATE PREPARED
12/10/2021

STATE
MO

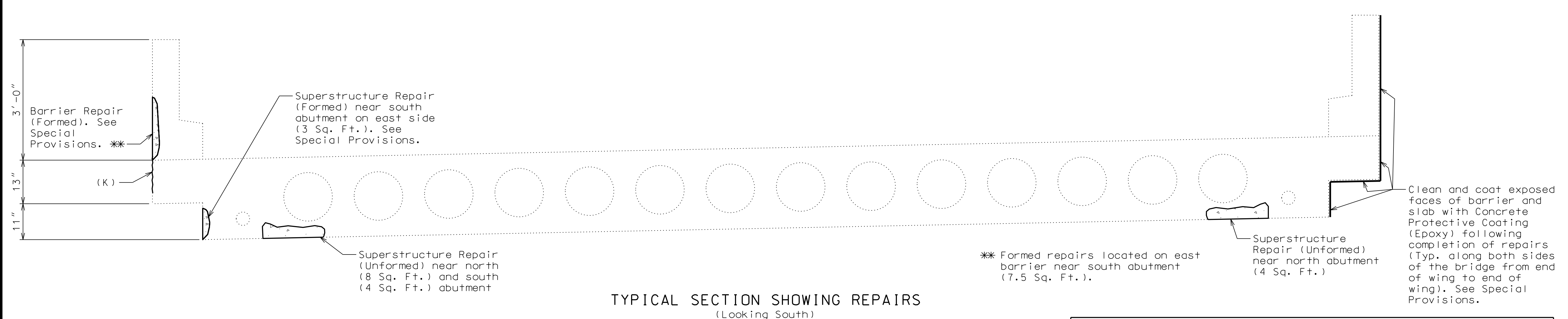
DISTRICT SHEET NO.
KC 34

COUNTY
PLATTE

AVIATION PROJECT NO.
62220553

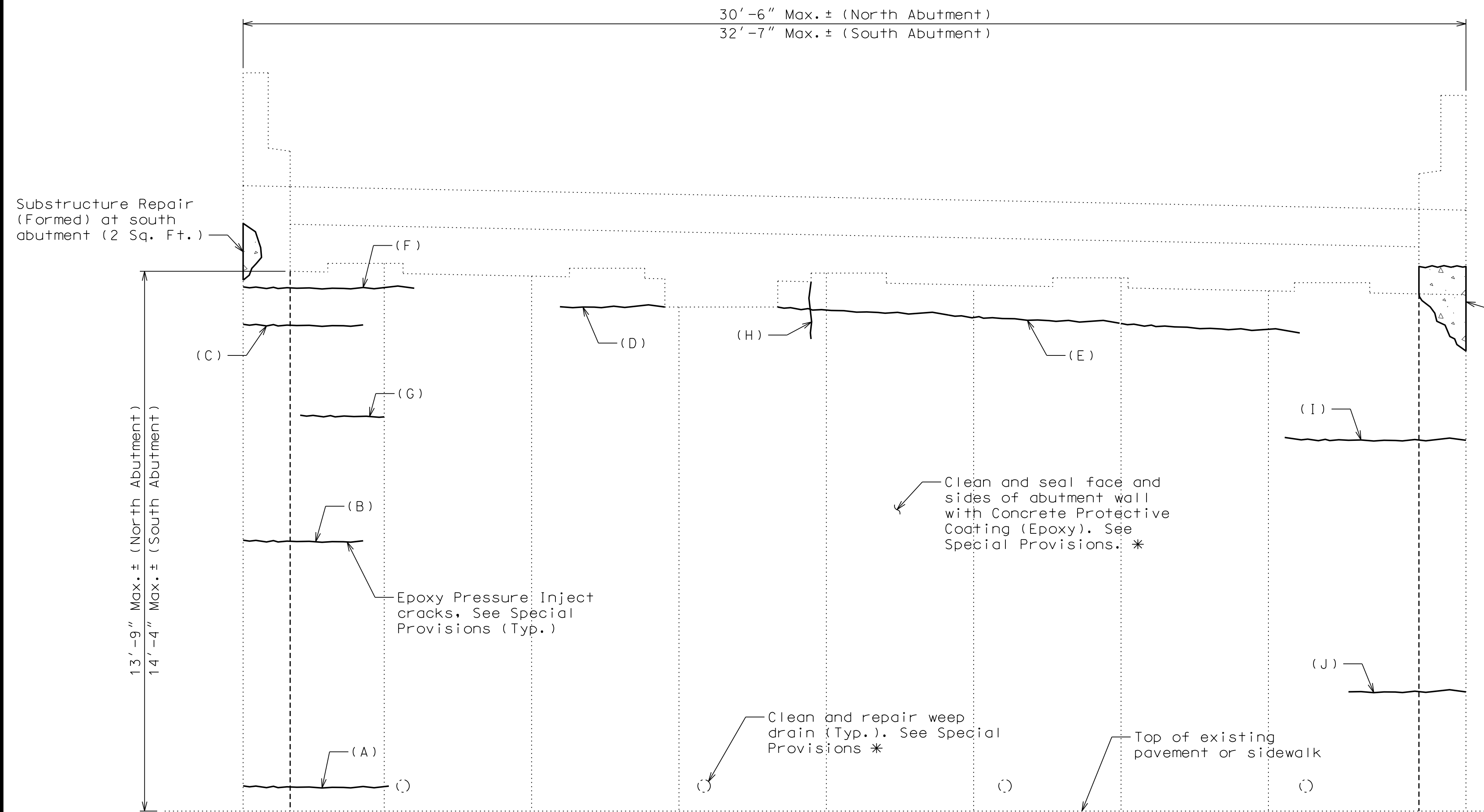
CONSULTANT PROJECT NO.
200447-02

BRIDGE NO.
N192B42



TYPICAL SECTION SHOWING REPAIRS
(Looking South)

TABLE OF EPOXY PRESSURE CRACK REPAIRS		
Location	Description	Length (Ft.)
A	North abutment - west edge (bottom)	4.0
B	North abutment - west edge (mid-height)	4.0
C	North abutment - west edge (top)	4.5
D	North abutment - near shear key	2.0
E	North abutment - near shear key (east side)	14.0
F	South abutment - east edge (top)	5.5
G	South abutment - east edge (at patch)	3.0
H	South abutment - near center bearing	3.5
I	South abutment - west edge (top)	4.0
J	South abutment - west edge (bottom)	3.5
K	Near barrier joint in Span (2-3)	4.5



ABUTMENT ELEVATION
(North Abutment Shown, south abutment similar)

MISCELLANEOUS REPAIR DETAILS

Notes:
All labor, equipment and materials necessary to complete the repairs shown will be completely covered by the contract unit price per square foot for Substructure Repair (Formed), Superstructure Repair (Formed), Superstructure Repair (Unformed) and Barrier Repair (Formed).
All labor, equipment and materials necessary to complete the crack repairs shown will be considered completely covered by the contract unit price for Epoxy Pressure Injecting per linear foot. See Special Provisions.
Repair areas and crack lengths shown are approximate. Repairs shall be made based on the condition of the structure at the time of repair.

Detailed June 2021
Checked June 2021

Note: This drawing is not to scale. Follow dimensions.

Sheet No. 34 of 38

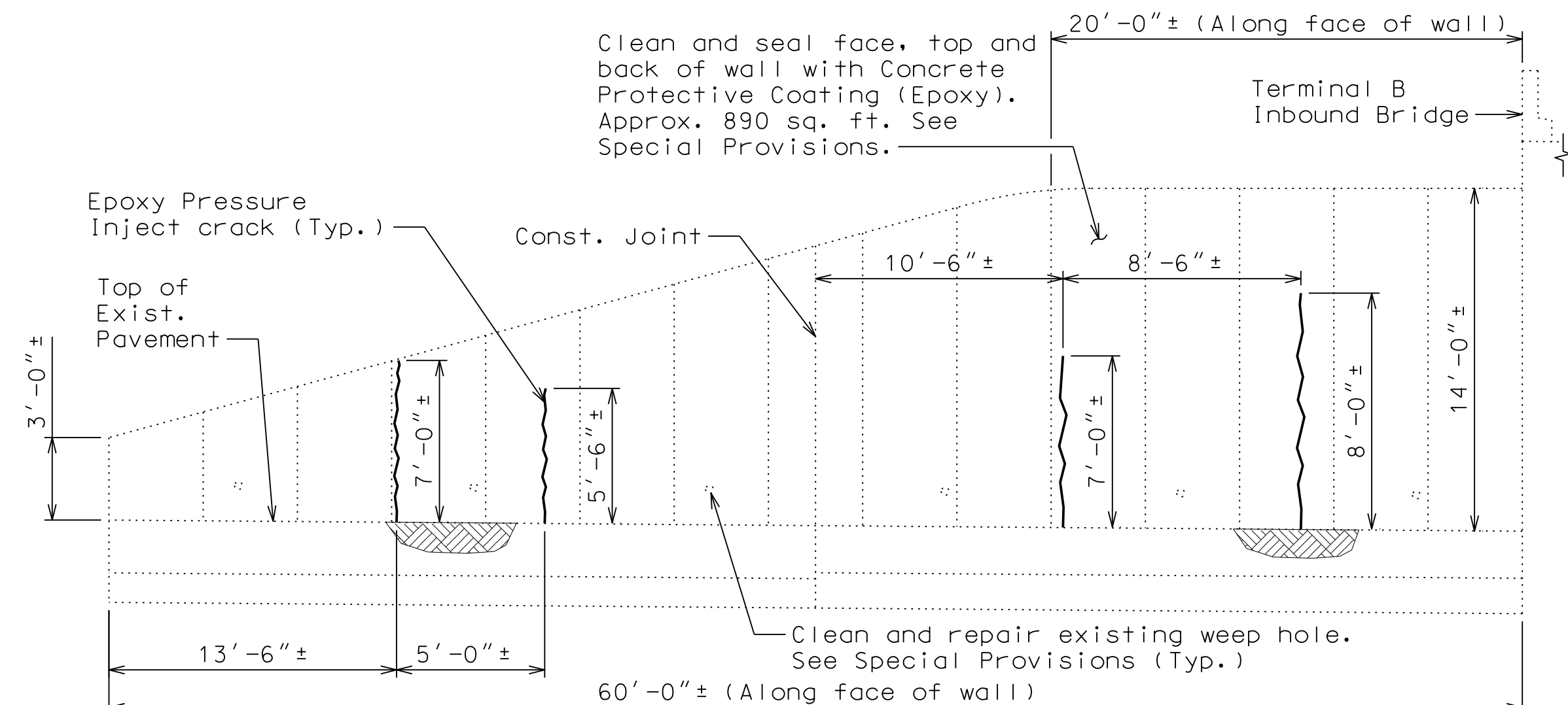
REPAIRS TO BRIDGE:
TERMINAL C OUTBOUND
OVER BONN CIRCLE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES

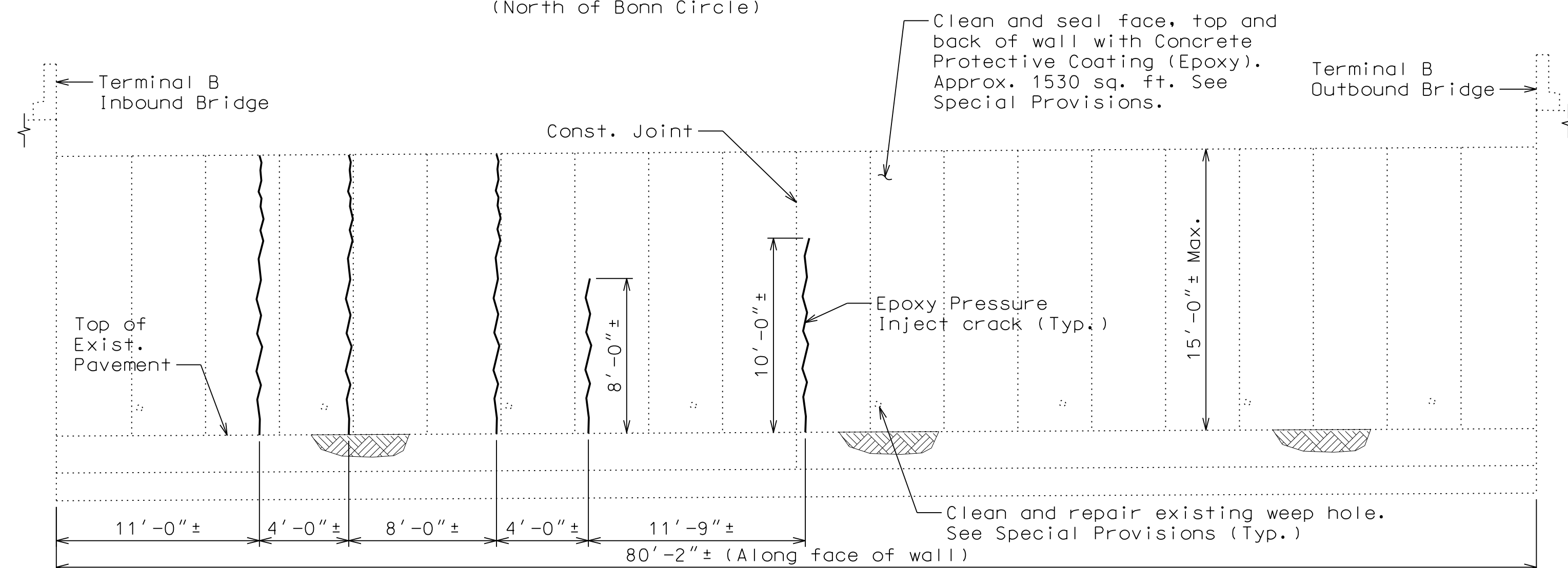


HDR Engineering, Inc.
10450 Holmes Road
Suite 600
Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000856

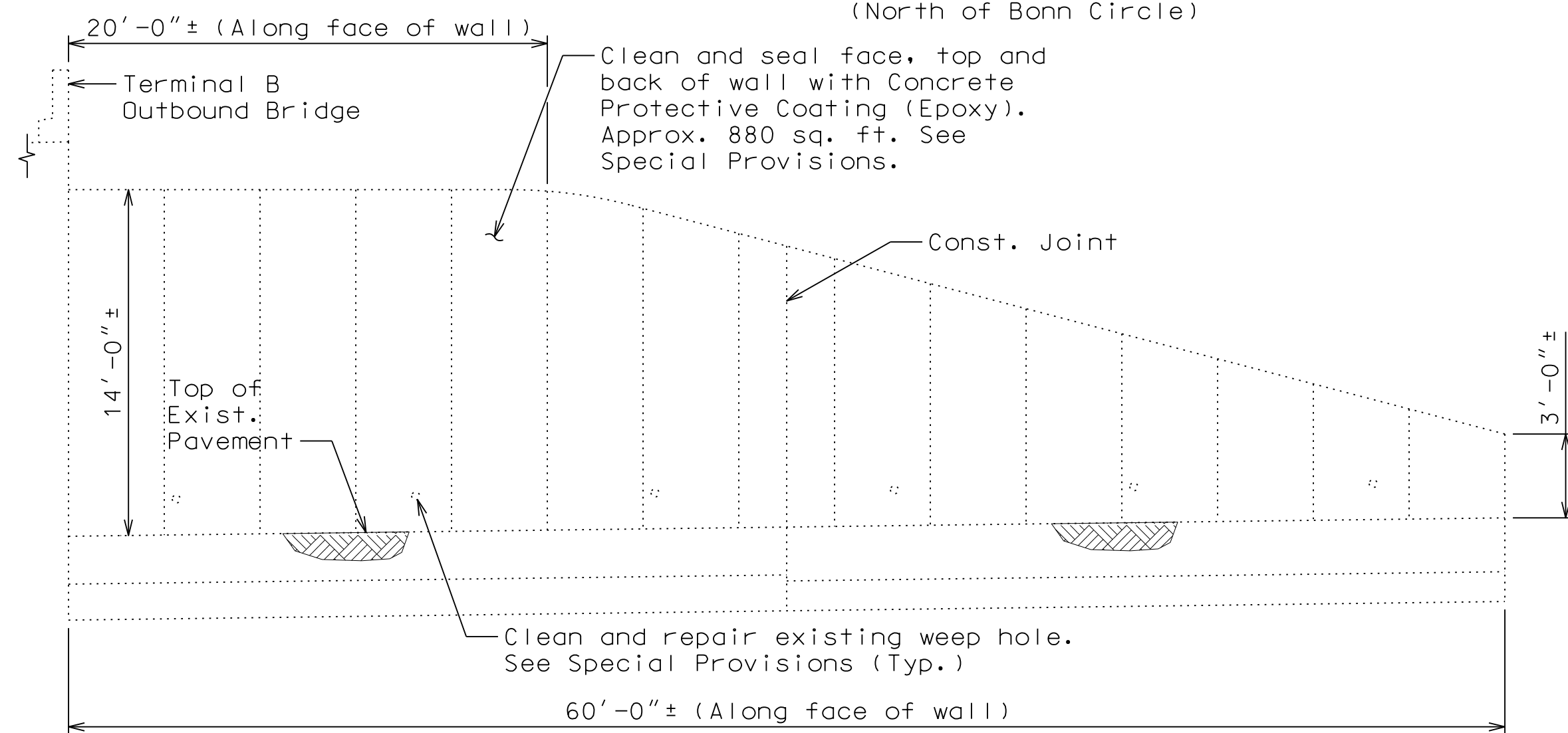
U.I.P. AND REHABILITATE EXISTING CAST-IN-PLACE CONCRETE RETAINING WALLS



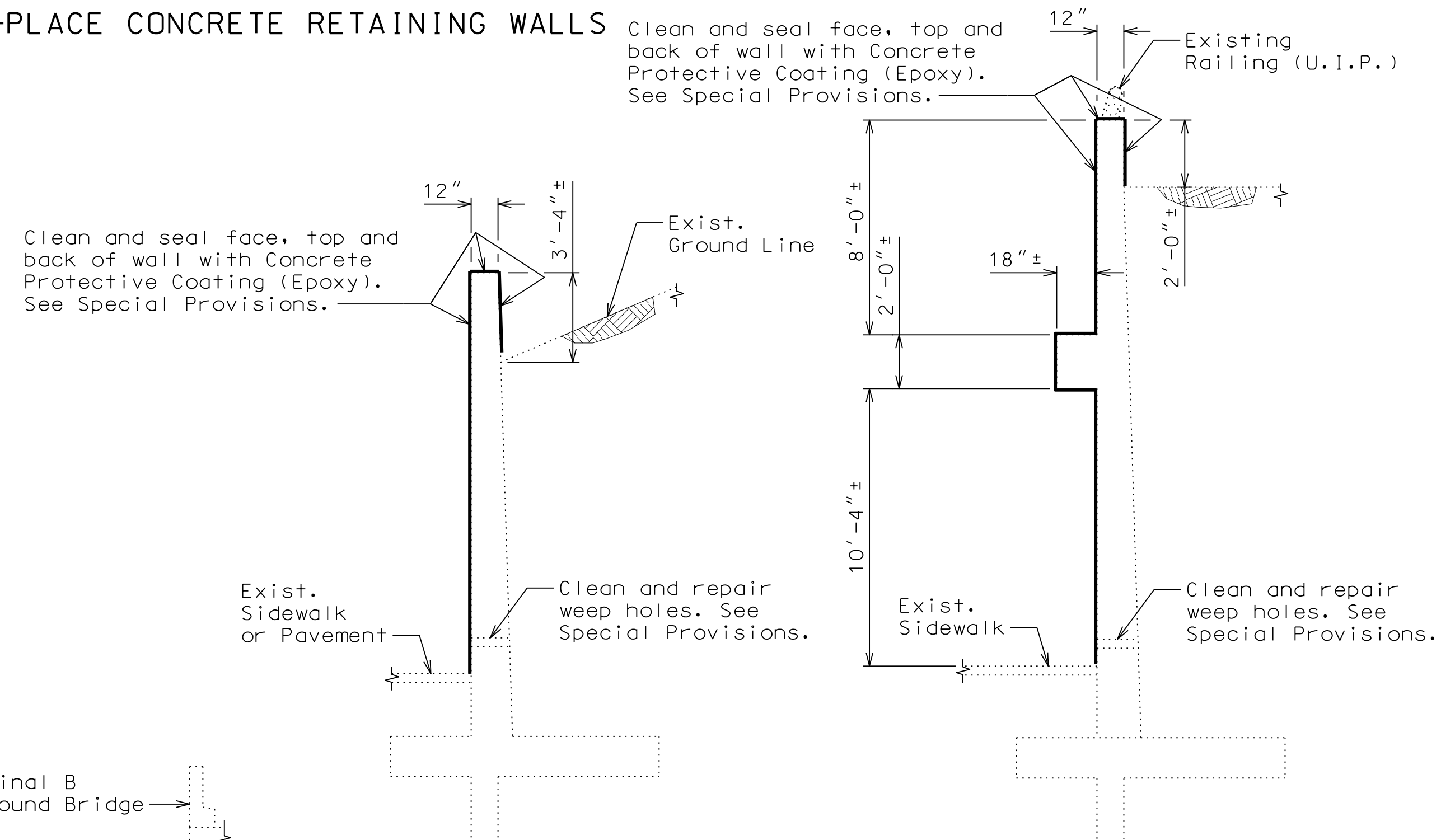
LOOP WALL A-B ELEVATION
(North of Bonn Circle)



WALL 1-B ELEVATION
(North of Bonn Circle)



LOOP WALL B-B ELEVATION
(North of Bonn Circle)



SECTION THRU WALL

TYPICAL SECTION THRU WALL 2-B

ESTIMATED QUANTITIES

Item	Unit	Total
Misc. Traffic Control	Lump Sum	1
Epoxy Pressure Injecting	Lin. Ft.	257
Weep Drain Clean and Repair	Each	56
Concrete Protective Coating (Epoxy)	Sq. Ft.	9810

GENERAL NOTES:

DESIGN SPECIFICATIONS:
2002 AASHTO LFD (17th Ed.) Standard Specifications

CONCRETE REPAIRS:
Epoxy pressure injecting shall be performed where specified. Crack lengths are approximate and shall be based on the condition of the structure at the time of repair. All labor, materials and equipment necessary to complete the crack repairs will be considered completely covered by the contract unit price for Epoxy Pressure Injecting per linear foot. See Special Provisions.

CONCRETE PROTECTIVE COATINGS:
Protective Coatings for walls shall be applied following completion of repairs as shown on the plans and in accordance with Special Provisions. Wall dimensions shown are based on existing plans and are considered approximate.

MISCELLANEOUS:
All concrete repairs shall be in accordance with Sec 704, unless otherwise noted.

Outline of old work is indicated by light dashed lines. Heavy lines indicate new work.

Contractor shall verify all dimensions in field before ordering new material.

For materials and construction procedures, the contractor shall follow the specifications as stated in the "Missouri Standard Specifications for Highway Construction - 2020" and supplemental revisions as maintained by the Missouri Department of Transportation (MoDOT). In addition, refer to the general Job Special Provisions which supersede the "Standard Specifications" for various items on this project.

"Sec" refers to MoDOT standard specifications.

TRAFFIC:
Impact to traffic on Bonn Circle below the structure shall be minimized to the extent possible. A single lane drop is allowed to complete the repairs. Coordinate with the Kansas City Aviation Department to maintain access to open terminals and ongoing terminal construction.

REPAIRS TO
RETAINING WALLS
NEAR TERMINAL B

THIS SHEET HAS BEEN
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DATE PREPARED
12/10/2021
STATE
MO
DISTRICT SHEET NO.
KC 35
COUNTY
PLATTE
AVIATION PROJECT NO.
62220553
CONSULTANT PROJECT NO.
200447-02

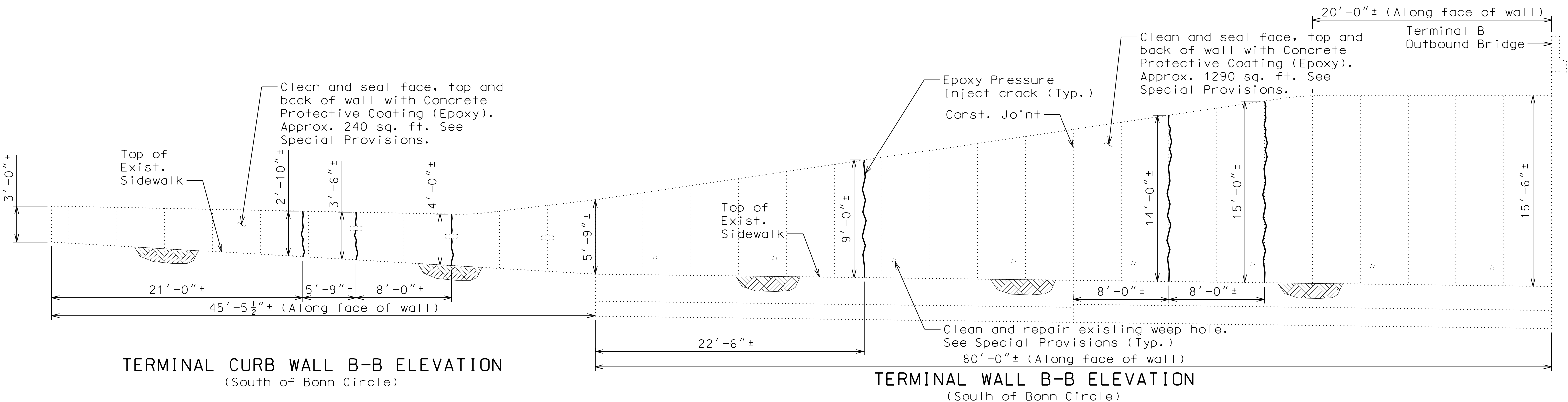
BRIDGE NO.

DESCRIPTION	DATE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES

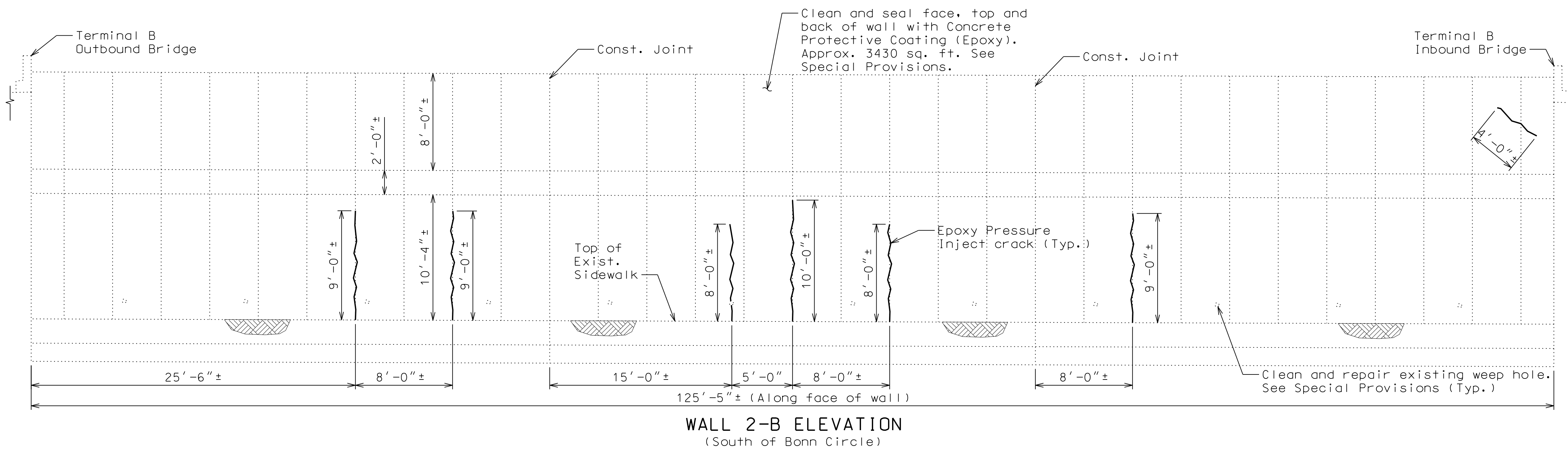


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10450 Holmes Road
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Kansas City, MO 64131-3471
816-360-2700
Certificate of Authority: 000856

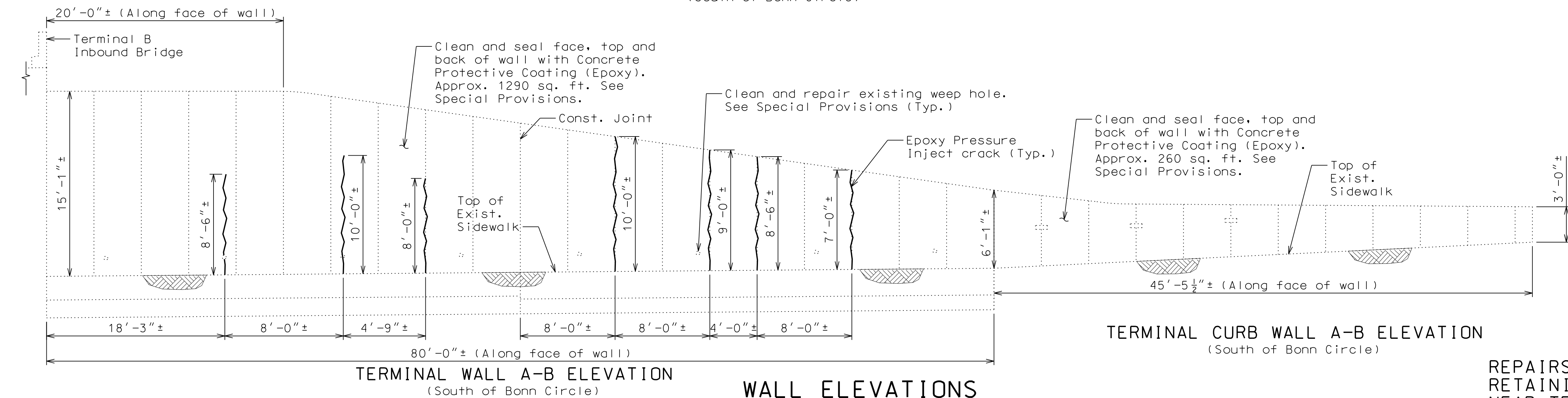


TERMINAL CURB WALL B-B ELEVATION
(South of Bonn Circle)

TERMINAL WALL B-B ELEVATION
(South of Bonn Circle)



WALL 2-B ELEVATION
(South of Bonn Circle)



TERMINAL WALL A-B ELEVATION
(South of Bonn Circle)

TERMINAL CURB WALL A-B ELEVATION
(South of Bonn Circle)

WALL ELEVATIONS

REPAIRS TO
RETAINING WALLS
NEAR TERMINAL B

Detailled June 2021
Checked June 2021

Note: This drawing is not to scale. Follow dimensions.

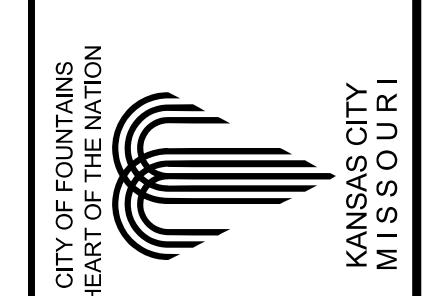
Sheet No. 36 of 38



THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
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DATE PREPARED
12/10/2021
STATE
MO
DISTRICT
KC
SHEET NO.
36
COUNTY
PLATTE
AVIATION PROJECT NO.
62220553
CONSULTANT PROJECT NO.
200447-02

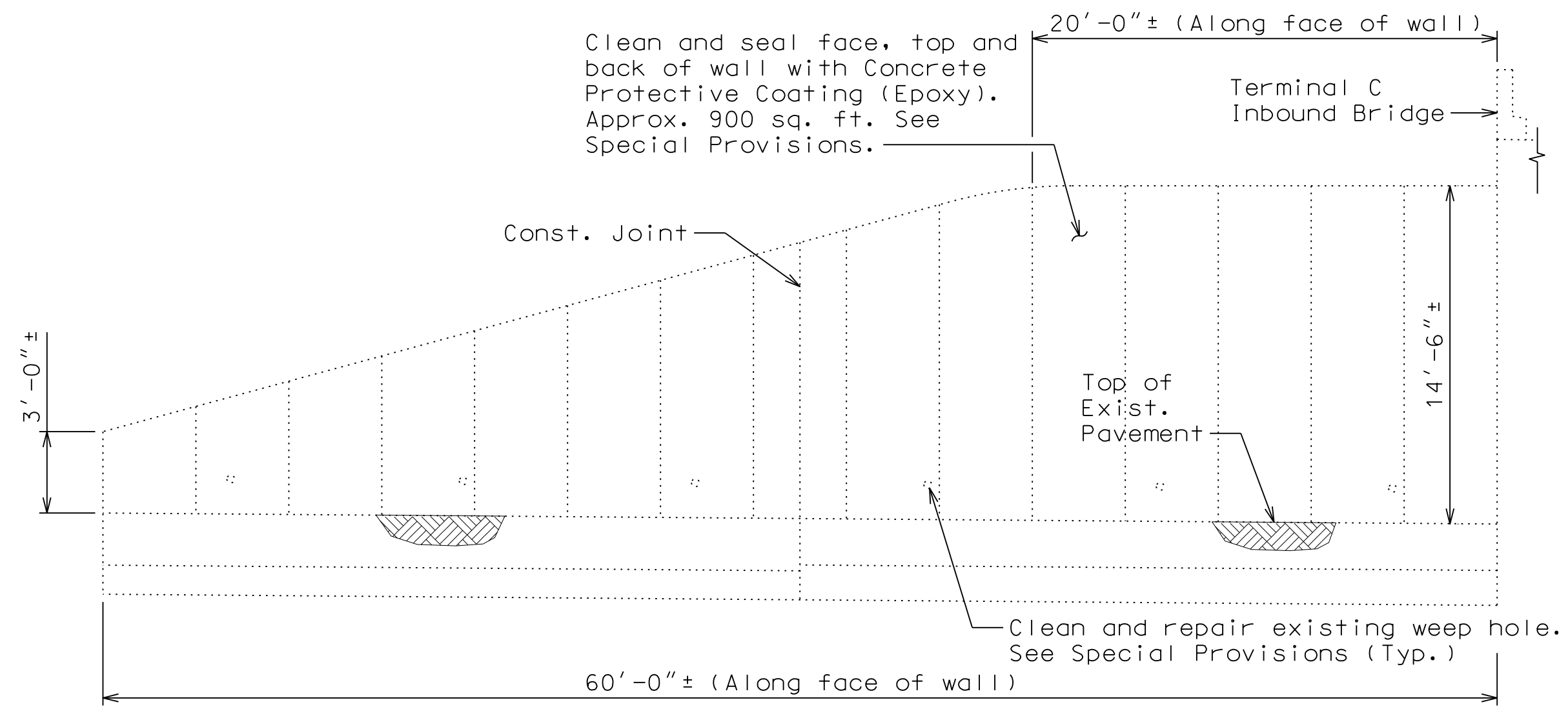
BRIDGE NO.	DESCRIPTION	DATE

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES

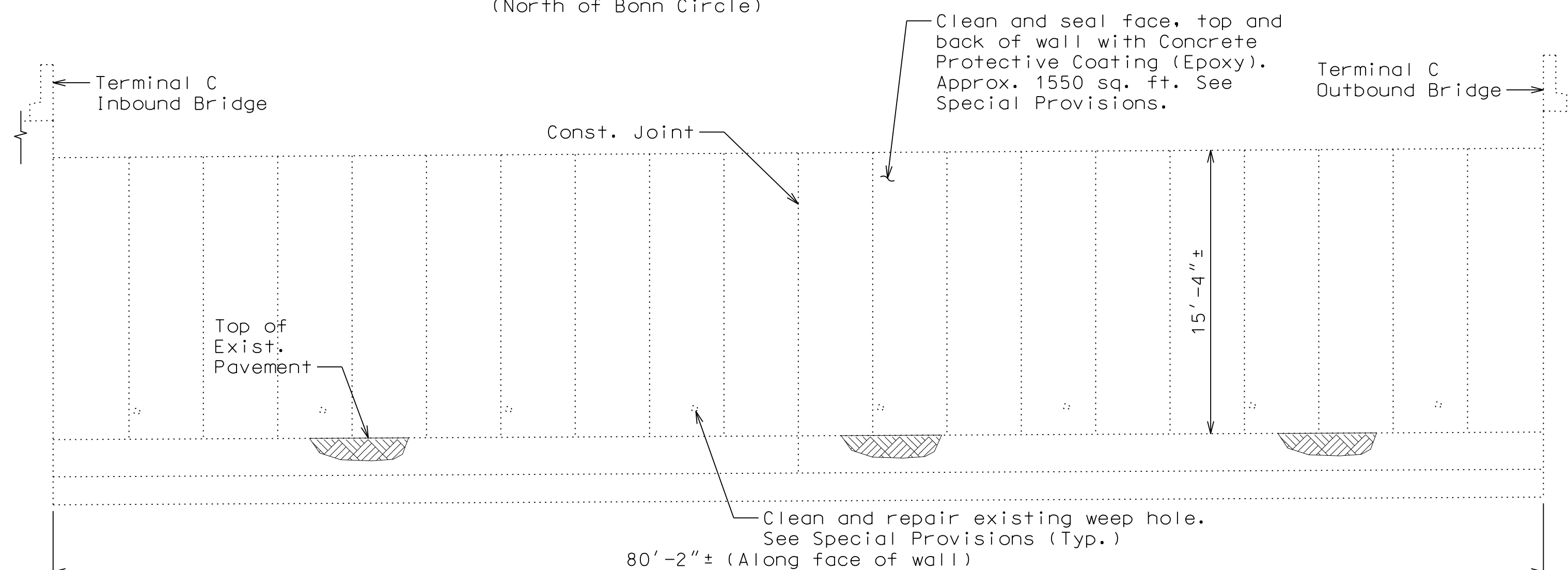


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816-360-2700
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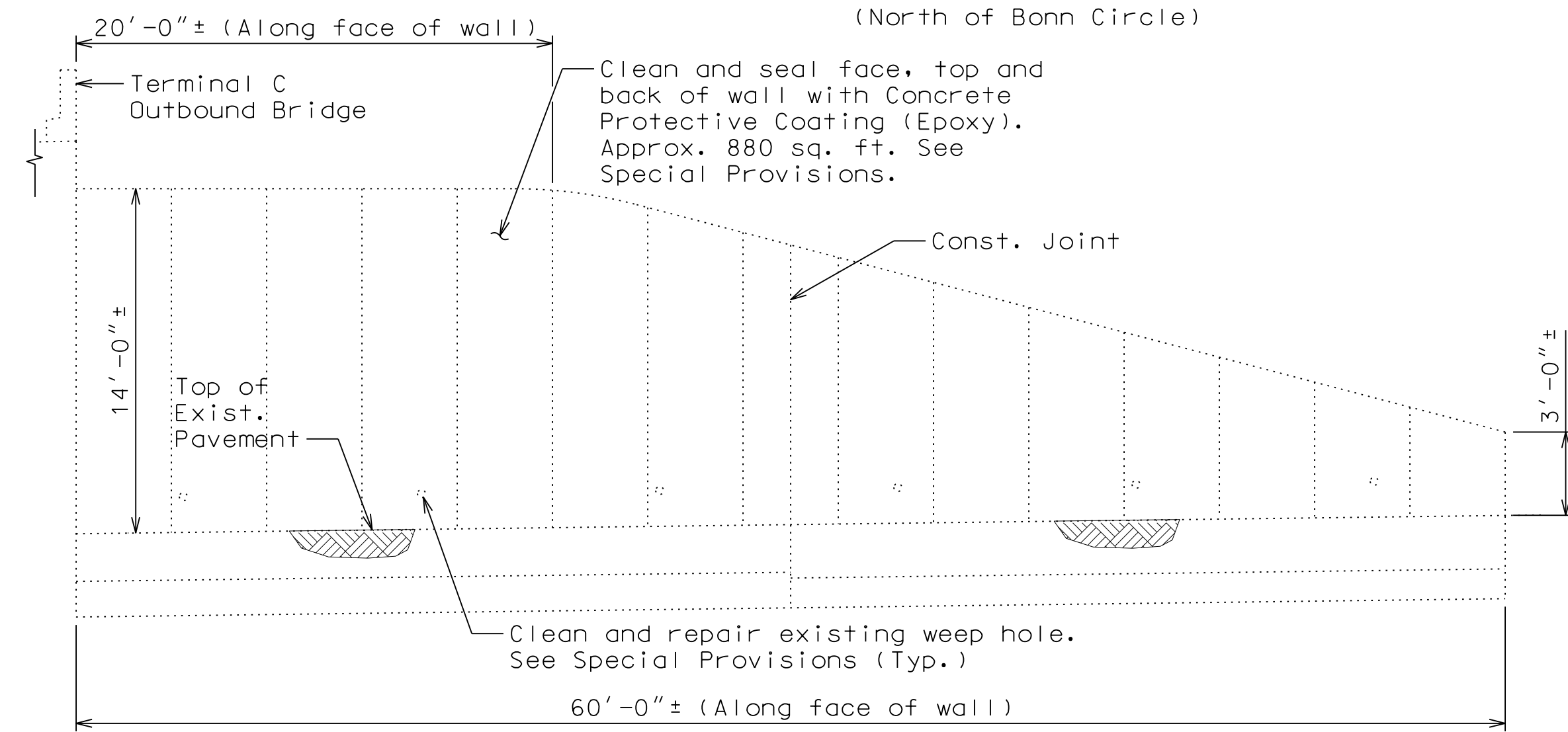
U.I.P. AND REHABILITATE EXISTING CAST-IN-PLACE CONCRETE RETAINING WALLS



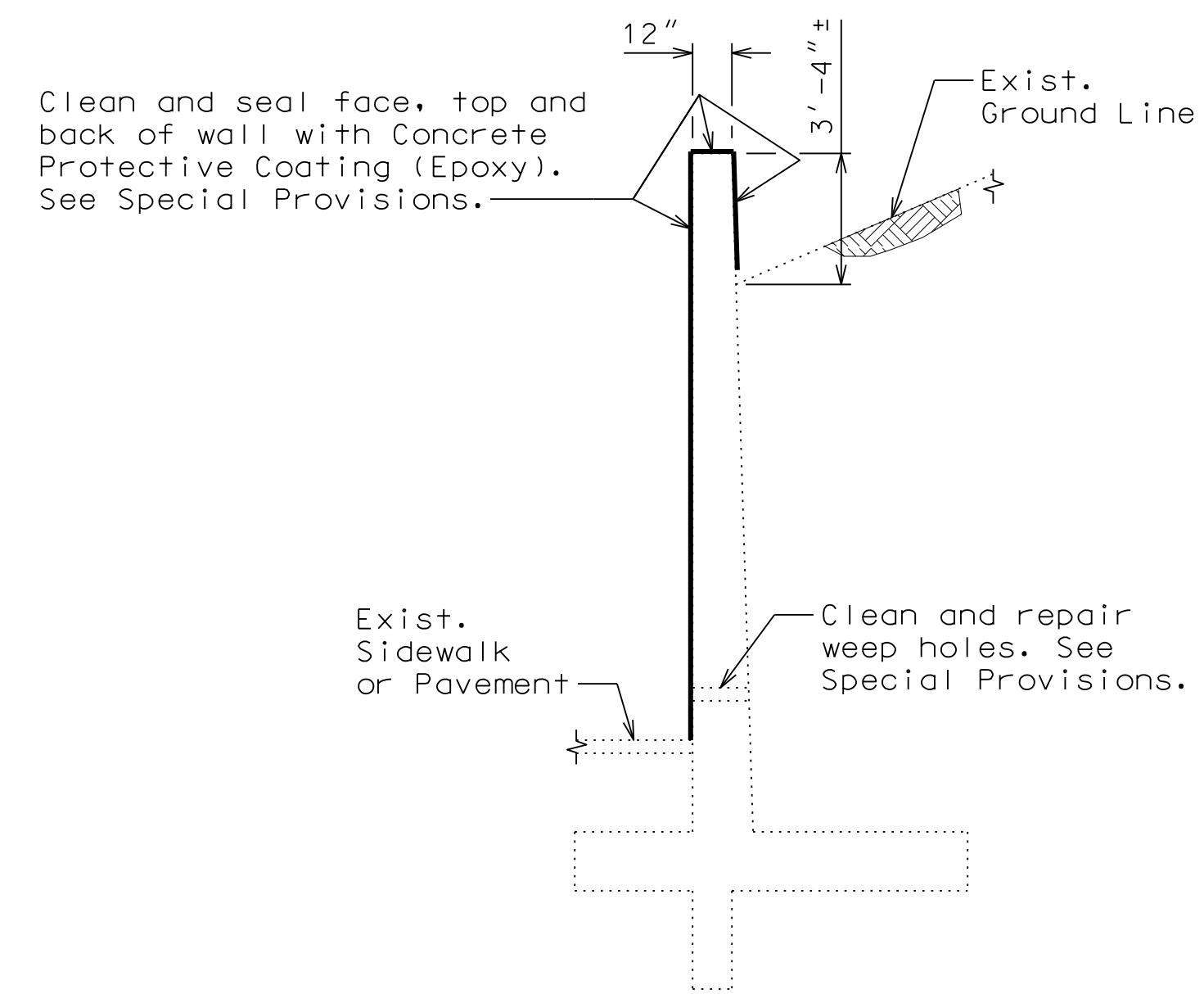
LOOP WALL A-C ELEVATION
(North of Bonn Circle)



WALL 1-C ELEVATION
(North of Bonn Circle)



LOOP WALL B-C ELEVATION
(North of Bonn Circle)



SECTION THRU WALL

ESTIMATED QUANTITIES		
Item	Unit	Total
Misc. Traffic Control	Lump Sum	1
Epoxy Pressure Injecting	Lin. Ft.	96
Weep Drain Clean and Repair	Each	54
Concrete Protective Coating (Epoxy)	Sq. Ft.	8880

GENERAL NOTES:

DESIGN SPECIFICATIONS:
2002 AASHTO LFD (17th Ed.) Standard Specifications

CONCRETE REPAIRS:
Epoxy pressure injecting shall be performed where specified. Crack lengths are approximate and shall be based on the condition of the structure at the time of repair. All labor, materials and equipment necessary to complete the crack repairs will be considered completely covered by the contract unit price for Epoxy Pressure Injecting per linear foot. See Special Provisions.

CONCRETE PROTECTIVE COATINGS:
Protective Coatings for walls shall be applied following completion of repairs as shown on the plans and in accordance with Special Provisions. Wall dimensions shown are based on existing plans and are considered approximate.

MISCELLANEOUS:
All concrete repairs shall be in accordance with Sec 704, unless otherwise noted.

Outline of old work is indicated by light dashed lines. Heavy lines indicate new work.

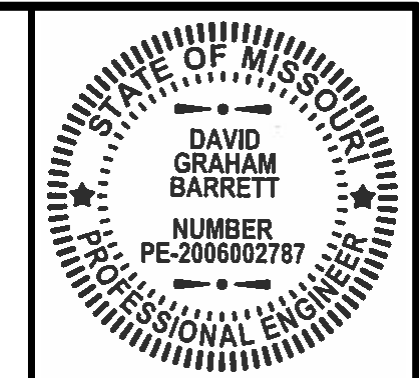
Contractor shall verify all dimensions in field before ordering new material.

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TRAFFIC:
Impact to traffic on Bonn Circle below the structure shall be minimized to the extent possible. A single lane drop is allowed to complete the repairs. Coordinate with the Kansas City Aviation Department to maintain access to open terminals, ongoing terminal construction and any partial closure to Circle Parking Lot E-3 or E-4.

REPAIRS TO
RETAINING WALLS
NEAR TERMINAL C



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ELECTRONICALLY

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12/10/2021

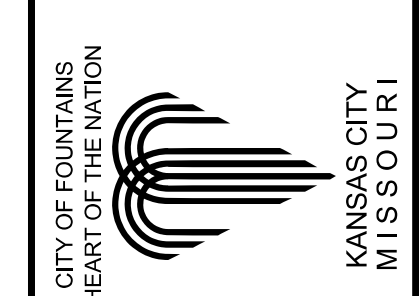
STATE
MO
DISTRICT SHEET NO.
KC 37

COUNTY
PLATTE
AVIATION PROJECT NO.
62220553
CONSULTANT PROJECT NO.
200447-02

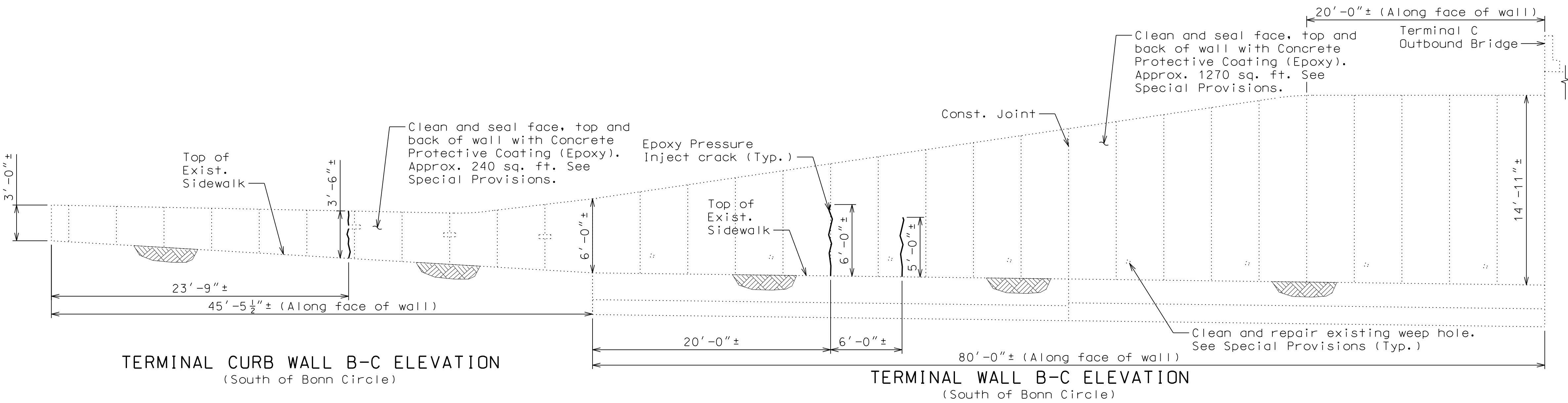
BRIDGE NO.

DATE	DESCRIPTION

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT
KANSAS CITY
INTERNATIONAL AIRPORT
REHABILITATE WALLS AND BRIDGES

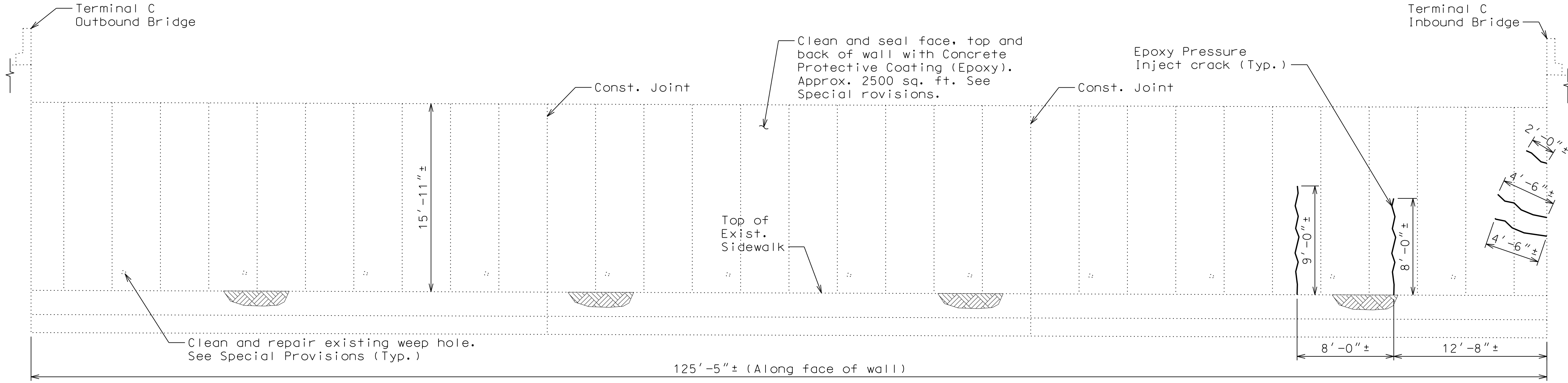


HDR Engineering, Inc.
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Kansas City, MO 64131-3471
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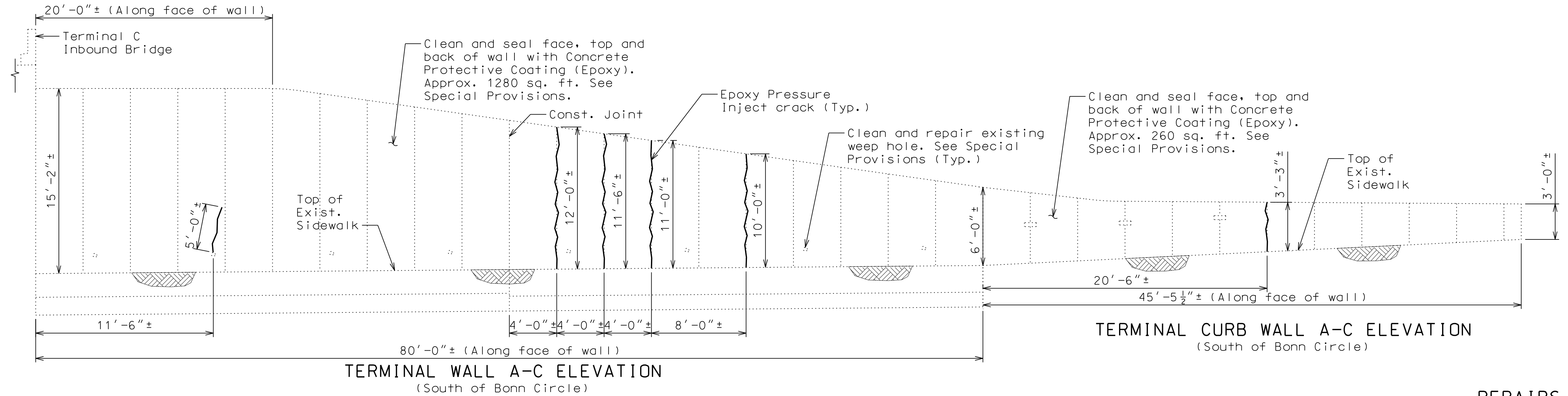


TERMINAL CURB WALL B-C ELEVATION
(South of Bonn Circle)

TERMINAL WALL B-C ELEVATION
(South of Bonn Circle)



WALL 2-C ELEVATION
(South of Bonn Circle)

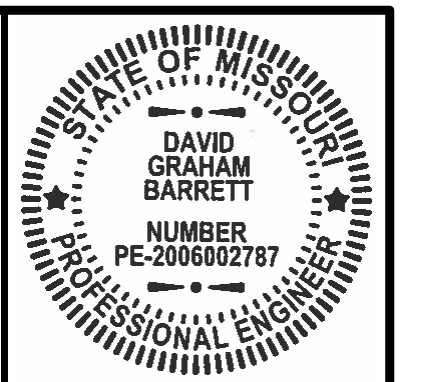


TERMINAL WALL A-C ELEVATION
(South of Bonn Circle)

TERMINAL CURB WALL A-C ELEVATION
(South of Bonn Circle)

WALL ELEVATIONS

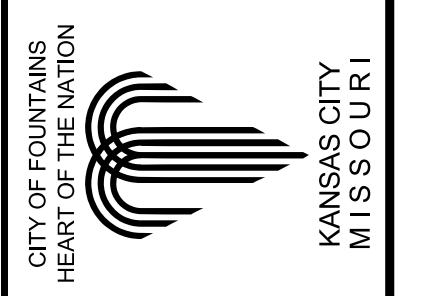
**REPAIRS TO
RETAINING WALLS
NEAR TERMINAL C**



THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY
DATE PREPARED
12/10/2021
STATE
MO
DISTRICT SHEET NO.
KC 38
COUNTY
PLATTE
AVIATION PROJECT NO.
62220553
CONSULTANT PROJECT NO.
200447-02

BRIDGE NO.
DESCRIPTION
DATE

CITY OF KANSAS CITY, MISSOURI
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KANSAS CITY
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