



City of Kansas City, Missouri
Water Services Department
Terry Leeds, P.E., Director

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

Project Manual

Design Build

PROJECT/CONTRACT NO. 80002224/9430

**WATER MAIN REPLACEMENT IN THE
AREA OF STATE LINE ROAD TO MILL
STREET PARKWAY, W. 46TH STREET TO W.
55TH STREET**

BIDDER/ADDRESS

Company
Contact
Address

Phone
Fax
Email

Leath & Sons, Inc.
Mr. Jeffery B. Leath
9301 E. 63rd Street
Raytown, MO 64133
816-353-8623
816-353-7011
jeffl@leathandsons.com

Project Manager: Terry D. Thomas, Assoc. DBIA, Project Manager
Telephone: (816) 513-0262
Email: terry.d.thomas@kcmo.org

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 200831

Authorizing a \$6,174,988.00 design-build contract with Leath & Sons, Inc., for the Water Main Replacement in the Area of State Line Road to Mill Street Parkway, W. 46th Street to W. 55th Street; and authorizing a maximum expenditure of \$6,792,487.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services is authorized to execute Contract No. 9430 in the amount of \$6,174,988.00 with Leath & Sons, Inc., for the Water Main Replacement in the Area of State Line Road to Mill Street Parkway, W. 46th Street to W. 55th Street project, Project No. 80002224. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of Water Services is authorized a maximum expenditure of \$6,792,487.00 from Account No. AL-8077-807705-611060-80002224, Water Main Replacement Program, 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
Director of Finance



Authenticated as Passed

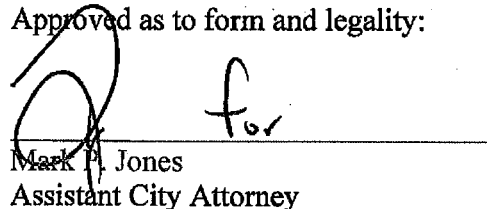

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

OCT 22 2020

Date Passed

Approved as to form and legality:


Mark P. Jones
Assistant City Attorney



CERTIFICATION PAGE

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line
Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

I am responsible for the following specifications and drawings:

Drawings:

Specifications:

(SEAL)

I am responsible for the following specifications and drawings:

Drawings:

None

Specifications:

Divisions 1, 2, and 3

8-15-20

(SEAL)

I am responsible for the following specifications and drawings:

Drawings:

Specifications:

(SEAL)

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



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DESIGN-BUILD INVITATION TO BID

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

The General Services Department of Kansas City, Missouri is soliciting Design Build services and will receive sealed Technical Approach and Price Submittals until **2:00pm on July 7, 2020** at City Hall, 1st Floor Room 102 West, 414 E. 12th Street, Kansas City, Missouri 64106 for **80002224/9430 - Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street.** See schedule below for public bid opening.

Mandatory Pre-Bid Conference, June 4, 2020, at 2:00 p.m. via Microsoft Teams with KC Water and Country Club Plaza Staff.

Technical Approach Submittal and Price Submittal due in separate sealed envelopes/packages to the Project Manager at KC Water, 2nd Floor, 4800 E. 63rd Street, Kansas City, MO 64130, on **or before 2:00 p.m. on July 7, 2020.**

Public Bid Opening of Price Submittal is on July 21, 2020 at 2:00 p.m., in Committee Room 102W, 1st Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106,

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 (**11%**) MBE participation and (**6%**) WBE participation.

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

Bidders are requested to attend, Please refer to Form 00210 Instruction to Bidders, Section 29 for additional information. The **Mandatory** Pre-Bid Conference at **2:00 p.m., June 4, 2020** via Microsoft Teams with the Project Manager.

Project Manager: Terry D. Thomas
Phone Number: 816-513-0262
Fax Number: 816-513-0288
E-mail: terry.d.thomas@kcmo.org

Water Distribution: Kirk Rome, P.E.
Phone Number: 816-513-0368
Fax Number: 816-513-0288
E-mail: kirk.rome@kcmo.org

Contract Administrator: Evan Forbes
Phone Number: 816-513-0803
Fax Number: 816-513-2812
E-mail: evan.forbes@kcmo.org

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



DESIGN-BUILD INSTRUCTIONS TO BIDDERS

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

1. **Introduction.** This is an Invitation for Bids ("IFB") issued by the General Services Department of Kansas City, Missouri ("City") to solicit a sealed Technical Approach Submittal and a sealed Price Submittal (collectively, "Bid") from Design Builders for Project/Contract No. 80002224/9430 – Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street.
2. **Bid Due Date.** Each Bidder's Technical Approach Submittal and Price Submittal must be submitted in separate sealed envelopes/packages to "Attn: Terry D. Thomas, 2nd Floor" at the KC Water mailroom, 4800 E. 63rd Street, Kansas City, MO 64130, on or before 2:00 p.m. on July 7, 2020 (the "Bid Due Date"). The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224/9430." (The Technical Approach Submittal cannot contain any reference to the cost of the project. Section 2-1585, City Code of Ordinances). The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Price Submittal for the Project No. 80002224/9430."
3. **Public Bid Opening Date.** On **July 21, 2020 at 2:00 p.m.**, (the "Public Bid Opening Date"), in Committee Room 101W, 1st Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106, the City will publicly announce the scores earned by each Technical Approach submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. **The 48-hour period for providing HRD documents (e.g., HRD Form 8, Contractor Utilization Plan/Request for Waiver) shall begin to run as of this date and time.**
4. **Mandatory Pre-Bid Conference.** The City will hold a mandatory Pre-Bid Conference on **June 4, 2020, at 2:00 p.m. via Microsoft Teams**. Failure to attend will result in a Bidder not being eligible to submit a Bid.
5. **No Commitment by City.** Bids and any other information submitted by Bidders in response to this IFB shall become the property of the City. The City shall have no liability for any expense incurred by Bidders in the preparation of Bids or for any damage allegedly resulting from a Bidder's failure to be awarded the Contract for Design-Build Services ("Contract") for the Project. Issuance of this IFB does not commit the City to enter into a Contract for the Project. The City makes no guarantee that an award of Contract will be made as a result of this IFB. The City reserves the right to accept or reject any or all Bids, to re-solicit for Bids, to temporarily or permanently abandon the procurement in whole or in part, to waive any informalities or minor technical inconsistencies, and/or to award one or more Contracts for all or any portion of the Project, when deemed by the City, in its sole discretion, to be most advantageous to the City and in its best interests.
6. **Definitions.** The following definitions apply to this IFB and to all Technical Approach Submittals and Price Submittals submitted in response to this IFB. The definitions set forth in the Contract are also applicable.
 - a. "Bidding Documents" include the Invitation For Bids (IFB), the Project Manual, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to the Bid Due Date as that term is defined in the IFB).

- b. "Consultant" means a person, firm, or corporation having a contract with City to furnish services as an independent professional associate or consultant (including, without limitation, as a construction manager, construction advisor, or program manager) with respect to the Project and who is identified as such in the Supplementary Conditions. The term "Consultant" also includes such person's, firm's, or corporation's agents, officers, directors, or employees.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Rejection of All Bids. If the City rejects all Bids, the City may re-solicit Bids only from those Bidders who submitted a Bid pursuant to this IFB and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines, in its sole discretion, that the delay due to the normal solicitation procedures would not be in the City's best interests.

14. Disclosure of Proprietary Information.

- a. A Bidder may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in any portion of its Technical Approach Submittal by marking each page of each such

portion of its Technical Approach Submittal prominently in at least 16-point font with the words "Proprietary Information"; printing each page of each such portion of its Technical Approach Submittal on a different color paper than the paper on which the remainder of the Technical Approach Submittal is printed; and segregating each page of each such portion of its Technical Approach Submittal in a sealed envelope/package, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with Bidder's name and address.

- b. After either the Public Bid Opening Date or the rejection of all Bids, if a request is made under the Missouri Sunshine Law for access to portion(s) of a Bidder's Technical Approach Submittal that has been marked "Proprietary Information," as provided above, the City will notify that Bidder of the request, and it shall be the burden of that Bidder to establish that such portion(s) of its Technical Approach Submittal are exempt from disclosure under the law.

15. Contents of the Bid. The following information shall be provided by Bidders as part of the bidding process:

NOTE: The outside of each Bidder's Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224." (Do not include any price or cost in the Technical Approach Submittal).

a. TECHNICAL APPROACH PART I - ORGANIZATION & KEY PERSONNEL (Bidder shall provide information for each of the sections below.)

- (1) Provide an organization chart showing the structure and positions of the team proposed to be assigned to the Project, including significant design subconsultants and construction subcontractors. Describe the organizational position, function, and responsibilities of each team member, showing reporting relationships and showing clear lines of authority and communication.
- (2) 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.)
 - (a) Design-Build Project Manager
 - (b) DOR Lead Architect
 - (c) GC Project Manager
 - (d) On-Site Field Superintendent
 - (e) QC/QA Manager
 - (f) Safety Officer
- (3) For each of the Key Personnel, provide the following background information.
 - (a) Years of employment with current employer.
 - (b) City of residence.
 - (c) 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.
 - (d) Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project.
- (4) Include the resume of each Key Personnel, showing relevant project experience, design-build experience, and experience on government contracts.

b. TECHNICAL APPROACH PART II – PROJECT UNDERSTANDING AND APPROACH (Bidder shall provide information for each of the sections below.)

- (1) Discuss generally the tasks involved in the Project.

- (2) Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project. Include a description of the design compliance with the City's Code of Ordinances, KC Water Rules and Regulations, and pertinent KC Water Specifications.
- (3) Describe key issues that might affect the Project schedule and how Bidder proposes to address them.
- (4) 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.
- (5) Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
- (6) Outline key community relations issues and how they might be resolved. Detail a plan on how to promote effective communication with the Country Club Plaza and their tenants. Outline the dates work is limited by Plaza events and how cleaning will be done to prepare for these events.
- (7) 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.

c. TECHNICAL APPROACH PART III – PROJECT CONTROLS PLAN

(a) (Bidder shall provide information for each of the sections below.)

- (1) Describe Bidder's suggested approach to maintaining the Project budget.
- (2) Identify Bidder's contingency plans for various performance issues that might be encountered on the Project.
- (3) Submit the Quality Control Plan for the Project.
- (4) Submit the Project Safety Plan for the Project.
- (5) Describe how Bidder proposes to address any unique safety issues for the Project.
- (6) Submit a preliminary resource-loaded CPM construction schedule with anticipated milestones for the Project without any reference to cost, prepared using Microsoft Project 2007 or later format.

**d. TECHNICAL APPROACH PART IV – PROJECT DESIGN SUBMITTAL
(Bidder shall provide information for each of the sections below.)**

- (1) *Utilities Mapped with proposed water main locations (plan/profile sheets with full survey are not necessary. Utility Locates may be used). The locations are as follows (all lengths are approximate):***

Replace 645 LF of 6-inch CIP water main with 8-inch DIP along West 46th Street from Jefferson Street to Washington Street,

Replace 260 LF of 16-inch CIP water main with 16-inch DIP along West 46th Street from Washington Street to Broadway Boulevard,

Replace 485 LF of 6-inch CIP water main with 8-inch DIP along West 46th Street from Broadway Boulevard to Wornall Road,

Replace 915 LF of 6-inch CIP water main with 8-inch DIP along West 46th Terrace from Jefferson Street to JC Nichols Parkway,

Replace 1,945 LF of 8-inch CIP water main with 8-inch DIP along West 47th Street from Jefferson Street to JC Nichols Parkway,

Replace 385 LF of 6-inch CIP and 375 LF of PVC water main with 8-inch DIP along Nichols Road from Broadway Boulevard to Wyandotte Street,

Replace 370 LF of 6-inch CIP water main with 8-inch DIP along West 48th Street from Jefferson Street to Pennsylvania Avenue,

Replace 165 LF of 2-inch and 1,760 LF 6-inch CIP water main with 8-inch DIP along Ward Parkway from Jefferson Street to Wyandotte Street,

Replace 1,030 LF of 6-inch CIP water main with 8-inch DIP along Ward Parkway from West 48th Street to JC Nichols Parkway,

Replace 420 LF of 8-inch CIP water main with 8-inch DIP along West 49th Street from Wornall Road to Central Street,

Replace 240 LF of 6-inch CIP water main with 8-inch DIP along Jefferson Street from West 48th Street to Ward Parkway,

Replace 375 LF of 8-inch and 865 LF of 6-inch CIP water main with 8-inch DIP along Pennsylvania Avenue from approximately 4622 Pennsylvania Avenue to Ward Parkway,

Replace 1,030 LF of 16-inch CIP water main with 16-inch DIP along Broadway Boulevard from West 46th Street to Ward Parkway,

Replace 230 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard from Nichols Road to Ward Parkway,

Replace 515 LF of 6-inch CIP water main with 8-inch DIP along Central Street from West 47th Street to Ward Parkway,

Replace 840 LF of 6-inch CIP water main with 8-inch DIP along Wornall Road from West 46th Street to West 47th Street,

Replace 1,030 LF of 6-inch CIP water main with 8-inch DIP along Wyandotte Street from West 46th Terrace to Ward Parkway,

Replace 840 LF of 6-inch CIP water main with 8-inch DIP along JC Nichols Parkway from West 46th Terrace to West 47th Street and,

Replace 3,110 LF of 12-inch CIP water main with 12-inch DIP along Wornall Road from West 51st Street to West 55th Street.

Please see the attached map title 'ProjectAreaMap80002224' for a visual representation.

(2) *Pipe installation method with explanation of the benefit to sequencing using your method*

(3) *Construction Sequencing. Note that the Country Club Plaza has requested that no two East-West or North-South streets that are directly next each other be under construction at once. (ie. Broadway Blvd and Pennsylvania Ave may not be under construction at the same time). Additional information regarding coordination with the Country Club Plaza Manager is contained in Section SC-6.01D of the supplementary conditions.*

(4) *General Traffic control plan*

(5) *Required Bid Submittals.*

16. Required Bid Submittals.

a. **Technical Approach Submittals.**

(a) All Technical Approach Submittals shall be organized and their Parts labeled with tabs as shown below, and provided in three-ring binders:

TA PART I – ORGANIZATION & KEY PERSONNEL

TA PART II – PROJECT UNDERSTANDING AND APPROACH

TA PART III – PROJECT CONTROLS PLAN

TA PART IV – PROJECT DESIGN SUBMITTAL

- (b) Each Bidder's Technical Approach Submittal shall be limited to fifty (50) pages, in no smaller than 12-point font on 8-1/2" x 11" paper, using one side of each page, and page numbered accordingly. Each section of the Technical Approach Submittal shall correspond to the Part of the Technical Approach Submittal noted in this IFB. Any information, in addition to the Parts of the Technical Approach Submittal, that is required by this IFB shall be labeled as such and submitted as appendices to the Technical Approach Submittal. Appendices will count toward the page number limit. Covers, Tables of Contents, and divider tabs will not count toward the page number limit, provided that no additional information is included on those pages. Bidder shall submit one (1) electronic copy on USB (PDF Format) and three (3) copies of the Technical Approach Submittal.
- (c) The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224/9430."
- (d) Reverify that there is no cost or price information in the Technical Approach Submittal.

b. Price Submittals.

- (a) Price Submittals shall be submitted on the Bid Form (including the Affidavit of Intended Utilization) included in the Bidding Documents.
- (b) The Price Submittal must be accompanied by Bid security in the amount of five percent (5%) of the base Bid, which shall be in the form of a bid bond (in 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 submission of the Bid, the City Treasurer must approve both the financial institution issuing and the contents of any letter of credit. Any cashier's check or certificate of deposit must be made payable to the City Treasurer.
- (c) The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Price Submittal for Project No. 80002224/9430."

17. Consideration of Bids.

- a. All Technical Approach Submittals and documents, and meetings related thereto, shall be considered to be "closed records" and "closed meetings," respectively, as defined in Chapter 610, RSMo (the "Missouri Sunshine Law") and therefore protected from disclosure until the Public Bid Opening Date.
- b. The City will determine the lowest and best Bid. The two-stage selection process described herein will be used to determine the successful Bidder.
 - (1) After submission of the Technical Approach Submittals and the Price Submittals on the Bid Due Date, the City will privately open the Technical Approach Submittals. The City may interview one, some or all of the Bidders that submit bids. The City will evaluate and rank the responsive Proposals by applying the weighted evaluation criteria set forth below to determine the Successful Respondent. The total number of points that will be used in evaluating all of the factors for a Proposal is 200 allocated as illustrated in the following table:

Criterion	Maximum Score Possible (Points)
TA Part I – Organization & Key Personnel	10
TA Part II – Project Understanding & Approach	20
TA Part II – Project Controls Plan	10
TA Part IV – Project Design Submittal	60
Part 4. MBE/WBE Utilization	Pass/Fail

Cost Proposal	100
Total Possible Score	200

The highest Technical Approach Submittal will be awarded 100 points. Points will be added to each of the other Technical Approach Submittals corresponding to the 100 points and the original points earned by that Submittal. For example:

Technical Proposal	Number of Points	Score
Highest	94	100 pts.
2nd Highest	87 (94-87=7)	97 pts. (100-7 points)
3rd Highest	84 (94-84=10)	90 pts. (100-10 points)

- (2) On the Public Bid Opening Date, the City will publicly announce the scores earned by each Technical Approach Submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. Each Price Submittal will be scored based on the points system described below:

- (a) The lowest Price Submittal will be awarded 100 points.
- (b) One (1) points will be deducted from each of the other Price Submittals for each percentage that that Price Submittal exceeds the lowest Price Submittal using the following formula:

$$\left(1 - \frac{\text{Proposer's Bid} - \text{Lowest Bid}}{\text{Lowest Bid}}\right) \times 100$$

- c. The lowest and best Bid is that Bid with the highest combined points for the Technical Approach Submittal and the Price Submittal, and that has been determined by the City to be responsive.
- d. Bidder offers and agrees to comply with all terms, conditions, and requirements set forth in this IFB and the RFQ.
- e. Bidder agrees that all representations made in its SOQ, its Technical Approach Submittal, and its Price Submittal shall continue to be binding on Bidder if it is the successful Bidder on the Project, and that this IFB, the RFQ, Bidder's Technical Approach Submittal, Bidder's Price Submittal, and Bidder's SOQ shall be deemed incorporated into any Contract issued to Bidder for the Project.

18. Additional Information. The City reserves the right, in its sole discretion, to request additional information or documents from any or all Bidders, including supplements or corrections to the Bids.

19. 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.

20. Tax Clearance. Bidder will be required to furnish to OWNER 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 OWNER 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.

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

22. 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 (11%) MBE participation and (6%) WBE participation. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.org. Please call the Human Relations Department at (816) 513-1836 for assistance.

23. 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.

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

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

26. Contract Information Management System. Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

27. 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.

28. 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.

29. Pre-Bid Conference. The Kansas City Water Department will hold a pre-bid conference on June 4, 2020, at 2:00pm. Due to current social distancing requirements, this meeting will be held virtually via

Microsoft Teams. Please email Terry Thomas at terry.d.thomas@kcmo.org no later than 4:00pm on Tuesday, June 2, 2020 to receive the details of the meeting. Attendance at this pre-bid conference is mandatory for all Bidders on this Project. For this Project, The City shall not contract with a Bidder who has not attended the entire pre-bid conference for this Project.”

30. 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.

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

Terry D. Thomas, Assoc. DBIA, Project
Manager
4800 E 63rd Street
Kansas City, MO 64130
(816) 513-0262 Phone
E-mail: terry.d.thomas@kcmo.org

Evan Forbes, Contract Administrator
Procurement Services, General Services Department
414 East 12th Street, City Hall 1st Floor
Kansas City, MO 64106
(816) 513-0803 Phone
(816) 513-2812 Fax
Email: evan.forbes@kcmo.org



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



DESIGN-BUILD BACKGROUND INFORMATION FORM

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

(Proposer shall complete this form and return it as part of the **TECHNICAL APPROACH PART I – EXPERIENCE AND QUALIFICATIONS** submittal)

Each question below shall be answered on behalf of each of the Bidder, the DOR, and the GC by circling the appropriate response. Unless specifically stated otherwise in a question, the terms "you" or "your" refer to each of the Bidder, the DOR, and the GC. If any response is "Yes," provide a detailed explanation (attach additional sheets as necessary) that includes identification of the entity in question (i.e., Bidder, DOR, and/or GC) and all relevant information, including appropriate contact information.

Have any of your licenses and/or certificates of authority, or any of those of the DOR and any other design professional you anticipate involving in the Project, been subject to disciplinary action, in Missouri or in any other State, resulting in suspension, revocation, censure, probation, reprimand, or other discipline; or has such license number or certificate of authority number changed within the past five (5) years?

CIRCLE ONE: Yes No

Are you currently for sale or involved in any transaction to become acquired by another business entity?

CIRCLE ONE: Yes No

Are you currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, please specify date(s), details, circumstances, and prospects for resolution.

CIRCLE ONE: Yes No

Have you, your predecessor, successors, or Affiliates ever been found guilty in a criminal action or liable in a civil suit for fraud, any act of dishonesty, making any false claim or material misrepresentation, or violating any federal, state or local statute, law, Code regulation, or order related to design or construction?

CIRCLE ONE: Yes No

Are you a subsidiary, parent, holding company, or Affiliate of another company? If so, identify the other company and describe the relationship.

CIRCLE ONE: Yes No

Have you ever filed a claim against the City?

CIRCLE ONE: Yes No

Answer the following questions No. 7 through 20 with respect to the five (5) years immediately preceding the issue date of this RFQ.

Have you been a debtor in any bankruptcy proceeding?

CIRCLE ONE: Yes No

Have you, your predecessors, successors, or Affiliates been debarred, disqualified, declared ineligible, removed from, or otherwise prevented from bidding on, being awarded, or being allowed to perform on a government contract?

CIRCLE ONE: Yes No

Have you changed names?

CIRCLE ONE: Yes No

Has the U.S. Department of Labor's Occupational Safety and Health Administration or any State's workers' safety and health enforcement department cited and assessed penalties against you?

CIRCLE ONE: Yes No

Has there ever been a period when you were required by Missouri law or the law of any other State to maintain workers' compensation insurance but you were without workers' compensation insurance and were not a State-approved self-insurer?

CIRCLE ONE: Yes No

Have you (Bidder or GC) been required to pay back wages and/or penalties for your failure (not the failure of a subcontractor) to comply with the federal Davis-Bacon prevailing wage requirements or any State's prevailing wage requirements?

CIRCLE ONE: Yes No

Have you, your predecessors, successors, or Affiliates been found in violation of any U.S. or State regulations relating to taxes, employment matters (including wage scales, discrimination claims, collective bargaining matters, etc.), permit or licensing requirements, etc.?

CIRCLE ONE: Yes No

Has a citation or notice of violation been issued pursuant to any state or local environmental laws, the U.S. Clean Air Act, Clean Water Act, CERCLA, RCRA, TSCA, or similar environmental protection statute against you on a project, or against the owner of a project on which you were involved?

CIRCLE ONE: Yes No

Have you, your predecessors, successors, or Affiliates defaulted on a design or construction contract?

CIRCLE ONE: Yes No

Have you been required to pay liquidated damages on a construction project, public or private?

CIRCLE ONE: Yes No

Has any surety company made any payments on your behalf, or on behalf of any of your predecessors, successors, or Affiliates, as the result of a default or to satisfy any other claims made against a performance or payment bond, in connection with a public or private construction project?

CIRCLE ONE: Yes No

Has any insurance carrier cancelled or refused to renew any of your insurance policies, for any type of insurance?

CIRCLE ONE: Yes No

Have you, your predecessors, successors, or Affiliates filed a claim, for payment or otherwise, in a court or arbitration tribunal against the owner of any public or private construction project, or has any owner of any construction project filed a claim against you or any of your predecessors, successors, or Affiliates? Information need not be provided about disputes with another contractor, a subcontractor, or a supplier; about "pass-through" disputes in which the actual dispute was between a subcontractor and the project owner; or about disputes involving amounts less than \$50,000.

CIRCLE ONE: Yes No

Provide the following information:

ENTITY	YEARS IN BUSINESS	NUMBER OF EMPLOYEES	2016 GROSS RECEIPTS	2017 GROSS RECEIPTS	2018 GROSS RECEIPTS
Bidder					
DOR					
GC					

21. Provide the following information for all surety companies that have written bonds for Proposer and GC during the past five (5) years:

BIDDER		
Surety Company	Address & Telephone No.	Dates during which bonds were written

GC		
Surety Company	Address & Telephone No.	Dates during which bonds were written



80002224/9430

Project Title: Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

DB 00210.03 Schedule of Values - Percentages

Bidder: Leath & Sons, Inc.

CITY OF KANSAS
OFFICE OF THE CLERK



KANSAS CITY
MISSOURI

DESIGN-BUILD BID FORM – PRICE SUBMITTAL

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the proposed Work, including Laws and Regulations and the availability of materials and supplies, agrees, if this Bid is selected by CITY, to enter into a Contract with CITY in the form included in the Contract Documents to furnish all labor and materials, equipment and services necessary for the proper completion of the Work in accordance with the Contract Documents, including design services and 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. The Bid Price(s) shall be shown in numeric figures only.

Design Services \$ 665,283.00

Construction Services \$ 5,509,705.00

TOTAL BASE BID PRICE IN NUMERIC FIGURES \$ 6,174,988.00

4. 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 Program Manager is acceptable to Bidder.
5. The undersigned Bidder agrees that this Price Submittal Bid shall remain subject to selection by CITY, and may not be withdrawn for ninety (90) days after the day Price Submittal Bids are opened.
6. The undersigned Bidder certifies that this Price Submittal Bid contains no modifications, deviations, riders or qualifications.
7. Form 01290.02 Schedule of Values contains prices included in the Base Bid, and are incorporated into this Bid. Form must be completed and returned with this Bid.
8. 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>6/2/20</u>)	(<u>2</u>)	(<u>6/9/20</u>)
(<u>3</u>)	(<u>6/22/20</u>)	(<u>4</u>)	(<u>6/23/20</u>)
(<u>5</u>)	(<u>6/30/20</u>)	(<u>6</u>)	(<u>6/30/20</u>)

Bidder: Leath & Sons, Inc.

(7) (7/7/20) (8) (7/17/20)
(9) (7/27/20) () ()
() () () ()
() () () ()

9. By submitting its bid, Bidder is agreeing to meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with the City, or request a waiver of the goals. If a waiver is requested, Bidder must establish good faith efforts towards meeting the goals as set forth in the HRD Instructions for Construction Contracts and the City's Workforce Ordinance. Should Bidder fail to meet or exceed the minimum employment goals or otherwise establish that Bidder is entitled to a waiver under circumstances in which Bidder has previously failed to meet or exceed the goals on one or more occasions with the twenty-four month period immediately preceding the completion of the Work under this Bid Form/Contract, Bidder may be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period ranging from thirty days to six months as further specified in the Contract Documents.
10. 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.
11. Section 13 through Section 15 constitutes the Affidavit of Intended Utilization required to be submitted by Bidders.
12. By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 HRD 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 HRD 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

PROJECT GOALS: 11 % MBE 6 % WBE _____ % DBE

BIDDER PARTICIPATION: 11 % MBE 6 % WBE _____ % DBE

13. 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 VSM Engineering, LLC
Address 8008 NW Chatham Ave Kansas City, MO 64151
Telephone No. 816-702-8888
I.R.S. No. 68-0596334
Area/Scope of work Traffic Control Plan & SWPP
Subcontract amount \$9,950.00

b. Name of M/WBE Firm Trekk Design Group LLC

Bidder: Leath & Sons, Inc.

Address 1411 E 104TH ST Kansas City, MO 64131

Telephone No. 816-874-4655

I.R.S. No. 43-1953275

Area/Scope of work Surveying

Subcontract amount \$212,852.00

c. Name of M/WBE Firm Diggs Construction, LLC

Address 2033 Vine St Kansas City, MO 64108

Telephone No. 816-994-6950

I.R.S. No. 48-1210627

Area/Scope of work Water Main repair and replacement

Subcontract amount \$259,249.00

d. Name of M/WBE Firm RGS and Associates Development Company LLC

Address 9411 E 63rd St Raytown, MO 64133

Telephone No. 816-361-0380

I.R.S. No. 76-0809218

Area/Scope of work Trucking & hauling of construction debris and materials

Subcontract amount \$400,000.00

e. Name of M/WBE Firm Richardson Hauling, Inc.

Address 14800 E Kentucky Rd Independence, MO 64050

Telephone No. 816-252-0664

I.R.S. No. 43-1605887

Area/Scope of work Trucking and hauling of construction debris and materials

Subcontract amount \$104,120.00

f. Name of M/WBE Firm TSi Geotechnical, Inc.

Address 8248 NW 101st, Terrace #5 Kansas City, MO 64153

Telephone No. 816-599-7965

I.R.S. No. 43-1535463

Area/Scope of work geotechnical services

Subcontract amount \$20,000.00

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

14. 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**.

15. 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

BIDDER

Legal name & address of Bidder, person

g. Name of M/WBE Firm Shockey Consulting Services, LLC

Address 12351 W 96th Ter Suite 107 Lenexa, KS 66215

Telephone No. 913-248-9585

I.R.S. No. 43-1206747

Area/Scope of work Public Relations

Subcontract amount \$43,578.00

Bidder: Leath & Sons, Inc.

- ☐ Fictitious Name Registration
☐ Sole Proprietor
☐ Limited Liability Company
☐ Partnership
☐ Joint Venture
☐ Other: (Specify)

firm, partnership, corporation, or
association submitting Bid:
Leath & Sons, Inc. 9301 E 63rd St Raytown, MO 64133
Phone No: 816-353-8623
Cell No: 816-969-9443
Facsimile No: 816-353-7011
Bidder's E-Mail: clerical@leathandsons.com
jeffl@leathandsons.coms
Federal ID. No. 43-1111519

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)

Jeffery B Leath

(Print Name)

Title: President

Date: 7-28-2020

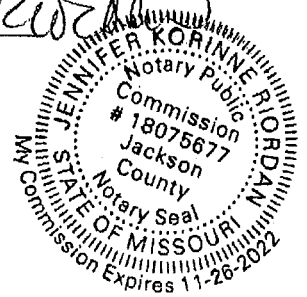
(Attach corporate seal if applicable)

NOTARY

Subscribed and sworn to before me this _____ day of July, 2020.

My Commission Expires: 11/26/2022

Jennifer Korinne Riordan



Bidder:



Project Number: 80002224

Project Title: WMR State Line to JC Nichols Pkwy, W 46th St to W 55th St

Item No.	Unit	Quantity	Item Description:	Unit Price	Extension
2	EACH	125	Transfer 3/4" domestic service, including all restoration	\$3,491.00	\$436,375.00
3	EACH	40	Transfer 1" or 1 1/2" domestic service, including all restoration	\$3,575.25	\$143,010.00
4	EACH	40	Transfer 2" service, including meter replacement and all restoration	\$3,721.58	\$148,863.20
6	EACH	30	Transfer 3" service, including meter replacement and all restoration	\$1,800.00	\$54,000.00
8	EACH	20	Transfer 4" service, including meter replacement and all restoration	\$1,800.00	\$36,000.00
10	EACH	20	Transfer 6" service, including meter replacement and all restoration	\$1,800.00	\$36,000.00
12	EACH	20	Transfer 8" service, including meter replacement and all restoration	\$1,800.00	\$36,000.00
14	EACH	20	Transfer 10" service, including meter replacement and all restoration	\$1,800.00	\$36,000.00
			Total Unit Prices: (LAST PAGE ONLY)		TOTAL \$ 926,248.20

00412 Unit Prices Form 050113



KANSAS CITY
MISSOURI

BID BOND

Project/Contract Number: 800022224/ 9430

Project Title: WMR in the area of State Line Road to J. C. Nichols Parkway, W. 46th Street to W. 55th Street

Bond Number 0776388

KNOW ALL MEN BY THESE PRESENTS: That Leath & Sons, Inc. of 9301 E. 63rd Street, Raytown, MO 64133, as Principal, and Harco National 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 the Total Amount Bid Dollars (\$ 5%), 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 29th day of May, 2020.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

Leath & Sons, Inc.

9301 E. 63rd Street

Raytown, MO 64133

816-353-7011

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

By: 

Title: Jeffrey B Leath, Vice President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Harco National Insurance Company

One Newark Center - 20th Floor

Newark, NJ 07102

630-416-4406

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: Nicole M. Johnson

Title: Nicole M. Johnson, Attorney-In-Fact

Date: May 29th, 2020

(Attach seal and Power of Attorney)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0776388

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

RODNEY W. PADDOCK, NICOLE M. JOHNSON, NATHAN PADDOCK, ERIC DEDOVESH

Lee's Summit, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents
on this 31st day of December, 2018



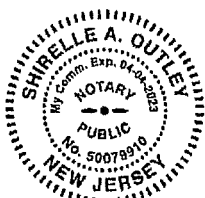
STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 29th, 2020

A01857

Irene Martins, Assistant Secretary

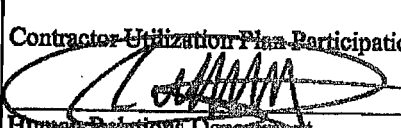


HRD Contractor Utilization Plan Approval

Date: September 18, 2020
To: Rajanna Brooks, Human Relations Department
Kymberly Daniels, human Relations Department
From: Delois Moore, General Services Department
Project Manager, Terry D. Thomas
Subject: Contract/Project No.: 80002224
Project Title: WMR- State Line Rd to JC Nichols PKWY- W 46th St to W 55th St

Funding:	<input checked="" type="checkbox"/> City (MBE/WBE/DBE)	<input type="checkbox"/> Federal (DBE) ¹	<input type="checkbox"/> State (DBE) ¹ - Grant	
	<input type="checkbox"/> Other:			
Contract Category:	<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> General Service	<input type="checkbox"/> Facility Repair	
	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Concession	<input type="checkbox"/> Other:
Bid/Proposal Closing Date:	8/11/2020		No. of Bidders/Proposers: 6	
Recommended Bid/Proposal ² : \$6,174,988.00				
Company:	Leath & Sons, Inc.		Address: 9301 E 63 rd , Raytown, MO 64133	
Contact:	Jeffery B. Leath		Phone: 816-353-8623	
Contact Email:	jeffl@leathandsons.com		Fax: 816-353-7011	
Additional Information:				
See attachments for CUP Approval.				

cc: Darrell Everette, Carla Hardin

FOR HUMAN RELATIONS 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 type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>11</u> % MBE & <u>6</u> % WBE	or <u> </u> % DBE
 Human Relations Department	<u>09/29/20</u> Date

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

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

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

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

Inter-Departmental Communication

Date: September 25, 2020

To: Teresa Loar, Chair: Transportation, Infrastructure & Operations Committee

From: Phillip Yelder Director Human Relations Department

Subject: Docket Memo #:80002224

CONTRACTOR:

Leath & Sons, Inc.
Address: 9301 E 63rd, Raytown, MO 64133
Contract # 80002224 – State Line Rd to JC Nichols
PKWY- W 46th St to W 55th St
Contract Amount: \$6,174,988.00
MBE Goal: 11%
WBE Goal: 6%
Total MBE Achieved: 11%
Total WBE Achieved: 6%

MBE SUBCONTRACTORS:

Name: RGS & Associates Development Co., LLC
Address: 9411 E. 63rd St., Raytown, MO 64133
Scope of Work: Trucking and Hauling
Dollar Amount: \$400,000
Ownership: Rodney Green
Structure: African-American Male Code 1

MBE SUBCONTRACTORS:

Name: TSI Geotechnical
Address: 8248 NW 10 1 st Terrace #5 Kansas City, MO
64 153
Scope of Work: geotechnical service
Dollar Amount: \$20,000
Ownership: Denise Hervey
Structure: African American female Code 09

MBE SUBCONTRACTORS:

Name: Diggs Construction, LLC
Address: 205 E. 13th Ave.
N. Kansas City, MO 64116
Scope of Work: water main repair
Dollar Amount: 259,249
Ownership: Dale Diggs
Structure: African American male code 1

WBE SUBCONTRACTORS:

Name: TREKK Design Group, LLC
Address: 1411 East 104th St
Kansas City, MO 64131
Scope of Work: Surveying
Dollar Amount: \$212,852
Ownership: Kimberly Robinett
Structure: Caucasian female Code 18

MBE SUBCONTRACTORS:

Name: VSM Engineering LLC
Address: 80008 Chatham Ave Kansas City MO 64151
Scope of Work: traffic control
Dollar Amount: \$9,950
Ownership: Valerie McCaw
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Richardson Hauling Inc
Address: 14800 Kentucky Road
Independence, MO 64050
Scope of Work: Hauling
Dollar Amount: \$104,120
Ownership: Dianne Richardson
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Shockey Consulting Services, LLC
Address: 12351 W 96th Ter Suite 107
Lenexa, KS 66215
Dollar Amount: \$43,578
Ownership: SHEILA SHOCKEY
Structure: Caucasian Female Code 27

Comments:

**HRD INSTRUCTIONS
FOR CONSTRUCTION CONTRACTS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

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

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

II. Required Submissions Following Bid Opening.

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

III. Required Submission when Requested by City.

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

IV. Required Monthly Submissions during term of Contract.

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

V. Required Submittals for Final Contract Payment.

- A. Contractor must submit the following documents with its request for final payment under the contract:
1. **Contractor Affidavit for Final Payment (Form 01290.14)**

2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**
3. **Final B2GNow Monthly Contract Audit Report with all payment audits confirmed.**
- 4.

VI. Additional Submittals.

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

VII. MBE/WBE Participation Credit.

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

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

- A. A bidder is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Bidder actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Bidder submits a Contractor Utilization Plan, in other words, within 48 hours of bid opening. However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of HRD will consider whether the Bidder has performed the following, along with any other relevant factors:
1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) month.
 2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBE/WBEs appearing on the HRD directory.
 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the director and acted on the director's recommendations.
 6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.

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

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

C. A Bidder may be required to give the City documentation to prove that it made good faith

efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

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

- A. After bid opening, a Bidder or Contractor may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Bidder or Contractor must file a **Request for Modification or Substitution (HRD Form 11)** prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary. The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:
1. The Director finds that the Bidder or Contractor made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
 2. The Bidder or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
 3. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director. Once a modification has been made, a Construction Contractor Employee Identification Report (HRD Form 0485.04) for the newly approved subcontractor must be submitted at least ten (10) days prior to the approved subcontractor commencing work on a City contract.

X. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:
1. The grant or denial of a Request for Waiver;
 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;

3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 4. Liquidated Damages;
 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Bidder or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Bidder's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XI. Access to Documents and Records.

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

XII. Miscellaneous.

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

XIII. Liquidated Damages – MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No

deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

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

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Workforce Program" or "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry.
- B. The minimum workforce goals are currently set by ordinance at 10% for minorities and 2% for women. These goals are separate from M/WBE goals. Public recognition may be provided if the bidder achieves at least twice the minimum participation.
- C. Construction contracts subject to the Workforce Program and the company-wide and project-specific workforce goals ("workforce goals") are those contracts to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation to: (1) require more than 800 construction labor hours, (2) has estimated costs that exceed \$300,000.00, and (3) involve the expenditure of public funds.
- D. The successful bidder may meet company-wide goals by counting the bidder's utilization of minorities and women throughout the Kansas City metropolitan statistical area. . In addition, the successful Bidder is responsible to ensure that it and its subcontractors cumulatively make good faith efforts to meet project-specific goals for utilization of minorities and women.
- E. These Human Relations Department ("HRD") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed the construction employment goals to receive approval

from HRD, a Bidder not doing so is required to objectively demonstrate to HRD that good faith efforts have been made.

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

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

II. Required Submissions.

A. Within forty-eight (48) hours after bid opening, the construction contractor shall submit the **Construction Employee Identification Report** (HRD Form 00485.03) and shall include: the name, home address, job title, sex and race/ethnicity of each person working for the Prime. The individuals to be listed on the form are those which the construction contractor *anticipates* will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.

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

- a. Prior to contract execution for those City construction contracts awarded pursuant to a request for proposals (RFP), the construction contractor shall submit a **Construction Employee Identification Report** (HRD Form 00485.03).
 - b. At least ten (10) days prior to the date upon which any subcontractor is to commence work under a City construction contract, the Prime shall submit a **Construction Employee Identification Report** (HRD Form 00485.03) for the subcontractor.
- B. The HRD Director has established the B2GNow Diversity Management System ("B2GNOW") (an online reporting tool) as the preferred method for fulfilling reporting requirements of the Workforce Program. The HRD Director will allow paper submission of the following HRD Forms in lieu of on-line submission if the on-line submission process presents a hardship to the contractor:
1. **Project-Specific Workforce Monthly Report (HRD Form 00485.02)**
 2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03)**
- C. Bidder must submit the following documents through B2GNow or in paper format on a monthly basis if awarded the contract:
1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. This report must be submitted to the Director by the 15th of each month for the Contractor and each subcontractor. It will be utilized to report the Contractor's own workforce compliance data with regard to the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
 2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report

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

III. Submittal Required for Final Contract Payment.

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

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

- A. A bidder is required to make good faith efforts to achieve the construction employment goals and ensure its subcontractors are making good faith efforts to achieve the construction employment goals. If a Bidder or its subcontractors will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a bidder must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will request evidence of the Bidder's and its' subcontractors' good faith efforts to meet the goals. The Director will examine the Bidder's request and the Bidder's documentation of good faith efforts for itself and its subcontractors. The Director will examine the Bidder's request and the Bidder's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Bidder has made good faith efforts to secure minority and female participation.

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

- B. In evaluating good faith efforts, the Director will consider whether the Bidder and its subcontractors have performed the following:
 - 1. For those bidders that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale,

the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and

- c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
 - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
 - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
 - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those bidders that are signatories to collective bargaining agreements with organized labor:
- a. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
 - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - b. Collaborated with labor unions in promoting mentoring programs for journeypersons intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - c. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - d. To the extent the good-faith efforts applicable to bidders that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the bidder in order to comply with the relevant

bargaining agreement, the bidder shall substitute other procedures as may be approved by the Director in writing, in order to accomplish the purpose and intent of this section.

- C. In the event workforce goals are not met or there is anticipation that goals will not be met, a Bidder will be required to give the City documentation to prove that it and/or 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 HRD in studies and surveys regarding the construction employment program.

VI. Appeals.

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

VII. Miscellaneous.

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

VIII. Failure to Meet Workforce Goals

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

IX. First Source Program

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

General Services Department
(Department Project)

Water Services
Department

Leath & Sons, Inc.
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

I, Jeffery B Leath, 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 11 % MBE and 6 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 11 % MBE 6 % 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 VSM Engineering, LLC
Address 80008 NW Chatham Ave Kansas City, MO 64151
Telephone No. 816-702-888
I.R.S. No. 68-0596334

- b. Name of M/WBE Firm Trekk Design Group LLC
 Address 1411 E 104th St Kansas City, MO 64131
 Telephone No. 816-874-4655
 I.R.S. No. 43-1953275
- c. Name of M/WBE Firm Diggs Construction, LLC
 Address 2033 Vine St Kansas City, MO 64108
 Telephone No. 816-994-6950
 I.R.S. No. 48-1210627
- d. Name of M/WBE Firm RGS and Associates Development Company LLC
 Address 9411 E 63rd St Raytown, MO 64133
 Telephone No. 816-361-0380
 I.R.S. No. 76-0809218
- e. Name of M/WBE Firm Richardson Hauling, Inc.
 Address 14800 E Kentucky Rd Independence, MO 64050
 Telephone No. 816-252-0664
 I.R.S. No. 43-1605887
- f. Name of M/WBE Firm TSi Geotechnical Inc.
 Address 8248 NW 101st Terrace #5 Kansas City, MO 64153
 Telephone No. 816-599-7965
 I.R.S. No. 43-1535463

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Diggs Construction, LLC</u>	<u>Contractor</u>	<u>\$259,249.00</u>	<u>\$259,249.00</u>	<u>4%</u>
<u>RGS and Associates Development Company LLC</u>	<u>Contractor</u>	<u>\$400,000.00</u>	<u>\$400,000.00</u>	<u>6.5%</u>
<u>TSi Geotechnical Inc.</u>	<u>Contractor</u>	<u>\$20,000.00</u>	<u>\$20,000.00</u>	<u>.32%</u>
_____	_____	_____	_____	_____

g. Name of M/WBE Firm Shockey Consulting Services, LLC

Address 12351 W 96th Ter Suite 107 Lenexa, KS 66215

Telephone No. 913-248-9585

I.R.S. No. 43-1206747

Area/Scope of work Public Relations

Subcontract amount \$43,578.00

TOTAL MBE \$ / TOTAL MBE %: \$ 679,249 11 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>VSM Engineering, LLC</u>	<u>Contractor</u>	<u>\$9,950.00</u>	<u>\$9,950.00</u>	<u>.16%</u>
<u>Trekk Design Group LLC</u>	<u>Contractor</u>	<u>\$212,852.00</u>	<u>\$212,852.00</u>	<u>3.4%</u>
<u>Richardson Hauling, Inc.</u>	<u>Contractor</u>	<u>\$104,120.00</u>	<u>\$104,120.00</u>	<u>1.79%</u>
<u>Shockey Consulting Services, LLC</u>	<u>Contractor</u>	<u>\$43,578.00</u>	<u>\$43,578.00</u>	<u>.71%</u>
TOTAL WBE \$ / TOTAL WBE %:		<u>\$ 370,500.00</u>		<u>6</u> %

*"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: Leath & Sons, Inc./Jeffery B Leath
Address: 9301 E 63rd St
Raytown, MO 64133
Phone Number: 816-353-8623
Facsimile number: n/a
E-mail Address: clerical@leathandsons.com

By: [Signature]
Title: President
Date: 08/12/2020
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 12 day of August, 2020.

My Commission Expires: 11/26/2022

[Signature]
Notary Public




KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

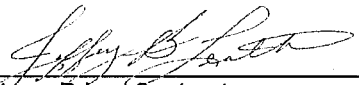
Leath & Sons, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Trekk Design Group LLC ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

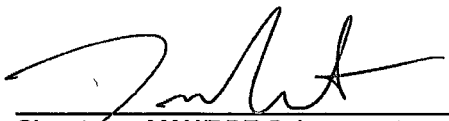
(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Surveying

for an estimated amount of \$ 212,852.00 or 3.4 % of the total estimated contract value.

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


Signature: Prime Contractor
Jeffery B Leath
Print Name
President 08/12/2020
Title Date


Signature: M/W/DBE Subcontractor
TRENT ROBINETT
Print Name
Partner 8/12/20
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

Leath & Sons, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Shockey Consulting Services, LLC ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Public Relations

for an estimated amount of \$ 43,578.00 or .71 % of the total estimated contract value.

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

Jeffery B Leath
Signature: Prime Contractor

Jeffery B Leath

Print Name

President

Title

08/12/2020

Date

Shella Shockey
Signature: M/W/DBE Subcontractor

Shella Shockey

Print Name

President

Title

8/13/2020

Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

Leath & Sons, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Diggs Construction, LLC ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

water main repair and replacement

for an estimated amount of \$ 259,249.00 or 4 % of the total estimated contract value.

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

Signature: Prime Contractor

Jeffery B Leath

Print Name

President

Title

08/12/2020

Date

Signature: M/W/DBE Subcontractor

Dele G. Diggs

Print Name

President

Title

8/12/2020

Date



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

Leath & Sons, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSi Geotechnical ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

geotechnical services

for an estimated amount of \$ 20,000.00 or .32 % of the total estimated contract value.

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


Signature: Prime Contractor

Jeffery B Leath

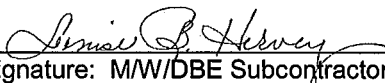
Print Name

President

Title

08/12/2020

Date


Signature: M/W/DBE Subcontractor

Denise B. Hervey

Print Name

CEO

Title

08/12/2020

Date



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

Leath & Sons, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Richardson Hauling, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

trucking and hauling of construction debris and materials

for an estimated amount of \$ 104,120.00 or 1.79 % of the total estimated contract value.

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

Jeffery B Leath
Signature: Prime Contractor

Jeffery B Leath
Print Name

President
Title

08/12/2020
Date

Diana Richardson
Signature: M/W/DBE Subcontractor

Diana Richardson
Print Name

President
Title

8/12/20
Date



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to
J.C. Nichols Parkway, W. 46th Street to W. 55th Street

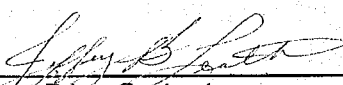
Leath & Sons, Inc. ("Prime Contractor") agrees to enter into a contractual
agreement with RGS and Associates Development Company LLC ("M/W/DBE Subcontractor"), who will
provide the following goods/services in connection with the above-referenced contract:


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

Trucking and hauling of construction debris and materials

for an estimated amount of \$ 400,000.00 or 6.5 % of the total estimated
contract value.

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


Signature: Prime Contractor
Jeffery B Leath
Print Name
President 08/12/2020
Title Date


Signature: M/W/DBE Subcontractor
RODNEY GREEN
Print Name
MANAGER 8-12-2020
Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

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

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

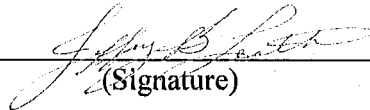
(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	<u>420</u>	(Specify)			

Throughout	<u>\$1,049,749.00</u>	Beginning 1/3	<u>\$349,916.33</u>
Middle 1/3	<u>\$349,916.33</u>	Final 1/3	<u>\$349,916.33</u>
Beginning 1/3	<u>33.33 %</u>	Middle 1/3	<u>33.33 %</u>
		Final 1/3	<u>33.34 %</u>

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

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


(Signature)

President
(Position with Firm)

08/12/2020
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

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

TO

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

HRD 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.

[illegible]

Phillip Yelder, Director
Human Relations Department
414 E. 12th Street, 4th Floor
Kansas City, MO 64106
Phone: 816-513-1836
FAX: 816-513-1805

Report Submitted By: _____ Date: _____

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

M/WBE Monthly Utilization Report Instructions

1. Report Date: Insert the date the report was completed.
2. Project Name: Insert the name of the project for which the report is submitted.
3. City Project Number: Insert the Project Number assigned by the City.
4. Project Address: Insert the Project street address or location.
5. Contract Award Date: Insert the date the Contract was awarded.
6. City Vender ID: Insert the General Contractor's City Vender ID Number.
7. General Contractor: Insert the name of the General Contractor.
8. City Contract Number: Insert the City Contract Number.
9. Contact Person/Phone: Insert the name and phone number of the General Contractor's Contact person for the project.
10. General Contract Amount: Insert the Contract amount for the project, including all change orders or amendments.
11. Total Amount Paid by City to Date: Insert the total amount paid by the City to the General Contractor as of the end of the reporting period.
12. General Contractor Address: Insert the General Contractor's address.
13. Contract Goals: Insert the DBE, MBE, and WBE goals specified in the Contract.
14. Total Contract Days: Insert the total Contract days for this project.
15. Completion Date: Insert the scheduled maturity/completion date, including all change orders or amendments.
16. M/W/DBE Subcontractor: Insert the name of the M/W/DBE subcontractor.
17. M/W/DBE Date of Certification: Insert the date of certification of the M/W/DBE subcontractor.
18. M/W/DBE Date of Subcontract: Insert the date of the M/W/DBE subcontract.
19. M/W/DBE % of Total Contract: Insert the percentage of M/W/DBE Contract divided by General Contract amount.
20. M/W/DBE Estimated Start date: Insert the estimated start date of M/W/DBE subcontractor.
21. M/W/DBE Amount Paid This Period: Insert the dollar amount paid this period to the M/W/DBE subcontractor by the General Contractor.
22. M/W/DBE Amount Paid To Date: Insert the cumulative dollar amount paid to the M/W/DBE subcontractor by the General Contractor.
23. M/W/DBE % of Contract Paid to Date: Insert the percentage of the M/W/DBE Amount Paid to Date divided by the General Contractor's "Total Amount Paid By City to date"

Note #1: Complete one M/WBE report per project. Do not list more than one project on one report.

Note #2: If the Contract number and project number are the same, then list the number once.

Note#3: GC stands for General Contractor.

Project Specific Monthly Report

Human Relations Department - City of Kansas City Missouri

Report Date:		Reporting Period:		Project Description:	
Project Name:		Contractor:		Contract Awarded Date:	
City Project Number:		Contractor Address:		City Contract Number:	
Project Address:				City Vendor ID:	
		Contact Person/Phone:		Contractor Report	Subcontractor Report
E-mail Address:				Final Cumulative Report:	

Report the total monthly hours of work performed by all workers on the City Construction Contract. Enter the total hours on all lines and in all columns. Reported

workforce hours should be based on payroll records.

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

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

Yelder, Director Human Relations Department 12th Street, 4th Floor Kansas City, MO 64106 Phone: 816-513-1836 Email: HRDcontractcompliance@kcmo.org	Report Submitted By: _____ Date: _____
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Workforce Monthly Report Forms only apply to Construction Contracts greater than \$324,000.01 with greater than 800 projected labor hours.

Workforce Monthly Report Instructions

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

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

Notes

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

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

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

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

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

* Self Calculating Cell

Company-Wide Workforce Monthly Report

Human Relations Department - City of Kansas City, Missouri

Report Date:		Reporting Period:		Contract Awarded Date:	
Contractor:				City Vendor ID:	
Contact Person/Phone:		Contractor Address:		Contractor Report	Subcontractor Report
E-mail Address:		Have you hired any new construction workers this month?		#:	Final Cumulative Report:

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

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

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

Phillip Yelder, Director Human Relations Department 12th Street, 4th Floor, Kansas City, MO 64108 816-513-1836 Email HRDcontractcompliance@kcmo.org	Report Submitted By: _____ Date: _____
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**City of Kansas City, Missouri
Human Relations Department
Construction Contractor Employee Identification Report**

Company Name: LEATH & SONS, INC
Company Address: 9301 E 63RD ST
Company City, State, Zip: RAYTOWN MO 64133

Prime's Name: LEATH & SONS, INC.
KCMO Project Name: Pkwy
KCMO Project Number: 80002224/9430

Name of Person Completing Report: JENNIFER RIORDAN
Phone Number: 816-353-8623
Email: clerical@leathandsons.com

Today's Date: 8/12/2020
City Department: Water Services Department

Instructions:

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

Official Use Only

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

Company Name: LEATH & SONS, INC KCMO Project Name: WMR State Line Rd to JC Nicho KCMO Project Number: 80002224/9430

	Name		Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First								
1	GUZMAN	GENARO	Laborer (Journeyman)	114 5TH ST	BUCYRUS	KS	66013	No	Male	Hispanic/Latino_American
2	GUZMAN	RAMON	Laborer (Journeyman)	2519 QUINCY ST	KANSAS CITY	MO	64127	Yes	Male	Hispanic/Latino_American
3	STREET	GREGERY	Laborer (Journeyman)	7912 HEDGES	RAYTOWN	MO	64138	No	Male	Caucasian_American
4	MERTGEN	EDITH	Laborer (Journeyman)	850 FERGUSON	TIPTON	MO	65081	No	Female	Caucasian_American
5	KAUFFMAN	ELDEN	Operating_Engineer_(Journeyman)	35612 E JIM OWENS RD	OAK GROVE	MO	64075	No	Male	Caucasian_American
6	MAUPIN	GREGORY	Laborer (Journeyman)	11525 S SPAINHOUR	LONE JACK	MO	64070	No	Male	Caucasian_American
7	CARR	BRANDON	Operating_Engineer_(Journeyman)	6821 SE ISLEY DR	HOLT	MO	64048	No	Male	Caucasian_American
8	ANDRADE	JORGE	Truck_Driver_(Journeyman)	13407 PARK HILLS DRIVE	GRANDVIEW	MO	64030	No	Male	Hispanic/Latino_American
9	VEHIGE	JEFF	Laborer (Journeyman)	5001 E 187TH ST	BELTON	MO	64012	No	male	Caucasian_American
10	WISEMAN	MICHAEL	Operating_Engineer_(Journeyman)	28322 S KAUFFMAN	GARDEN CITY	MO	64747	No	Female	Caucasian_American
11										
12										
13										
14										
15										
16										

	Name		Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First								
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	Name		Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First								
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KANSAS CITY
MISSOURI

AFFIDAVIT OF TRAINING PROGRAM

This form must be submitted with 48 hours of Bid Opening

Bidder Leath & Sons, Inc.

Project Title and Number 80002224/9430 Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

STATE OF MISSOURI)
) ss:
COUNTY OF Jackson)

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:

OSHA 10 Hour Training for all Employee

Weekly Toolbox Talk Training on Jobsite

Midwest Builders Casualty Jobsite Quarterly

Union Trained Employees

United Rentals Trench Safety Training

(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:

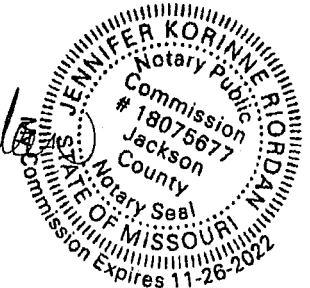
President of Leath & Sons, Inc.
(Title) (Name of Bidder)

Dated: 08/12/2020 By: [Signature]
(Affiant)

Subscribed and sworn to before me this 12 day of August, 2020.

My Commission Expires: 11/26/2022

Jennifer Korinne Riordan
Notary Public





Pre Contract Bidder's Certification

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

STATE OF Missouri)
) SS
COUNTY OF Jackson)

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

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

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

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

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

1. _____
2. _____
3. _____

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

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

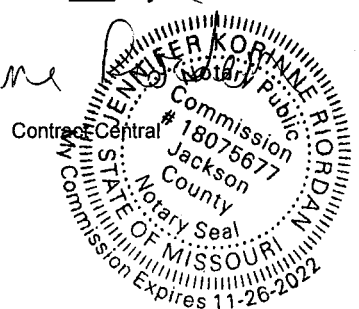
Leath & Sons, Inc.

(Bidder's Name)

(Date)

Signature of Person Making This Affidavit

In witness whereof, I have hereunto subscribed my name and affixed my official seal this 5 day of October, 2020.



Contract for Design-Build Services

This **CONTRACT FOR DESIGN-BUILD SERVICES** ("Contract") is made by and among Kansas City, Missouri, a constitutionally chartered municipal corporation ("City" or "Owner"), Leath and Sons, Inc. ("Design-Builder") as principal, and Harco National Insurance Company ("Surety") as surety, for design and construction services in connection with the **Project No. 80002224 – Project Title: Water Main Replacement in the area of State Line Road to Mill Street Parkway, W. 46th Street to W. 55th Street.**

Article 1 **Scope of Work**

1.1 Design-Builder shall perform all design and construction services, and provide all materials, equipment, tools, supervision, labor, and all other items and services necessary to complete the Work described in and reasonably inferable from the Contract Documents as defined in the Contract General Conditions.

Article 2 **Ownership of Deliverables and Other Intellectual Property**

2.1 City's Ownership of Deliverables.

2.1.1 Design-Builder and City agree that all original documents, including, without limitation, plans, drawings, specifications, reports, maps, models, renderings, and other copyrightable work, including electronic media, prepared or obtained by Design-Builder under the terms of this Contract ("Deliverables") are works made for hire. It is agreed that such Deliverables are the exclusive property of City, and City shall own the copyright and other intellectual property rights in them. Design-Builder hereby assigns to City all of Design-Builder's rights in such works, and agrees to cooperate with City in preparing and filing any copyright registration applications associated with such Deliverables.

2.1.2 Design-Builder's basic survey notes, diaries, sketches, charts, computations, and other data shall be made available to City upon request (whether such request is made during the term of this Contract or after its completion or earlier termination) with no restriction or limitation on their use by City.

2.2 City's Use, Re-Use, or Modification of Deliverables.

2.2.1 No legal limitation shall be imposed upon City in its subsequent use of the Deliverables, or any ideas developed in or as a result of the Deliverables, whether such use involve City's occupancy, operation, and maintenance of the Project or otherwise.

2.2.2 In the event any of the Deliverables are re-used or modified by or on behalf of City, the name plates or other identification of Design-Builder shall be removed from the Deliverables.

2.2.3 In the event any of the Deliverables are re-used or modified by or on behalf of City, City shall release Design-Builder and those who worked on the Project by or through Design-Builder,

including the DOR, Lead Architect, and Design Subconsultants of any tier (collectively the "Released Parties"), from liability or legal exposure arising out of or resulting from such re-use or modification.

2.3 Design-Builder's Limited License Upon Performance in Full. Upon Design-Builder's full and proper performance of all obligations imposed by the Contract Documents, City shall be automatically deemed to have granted to Design-Builder a limited, non-exclusive, perpetual, royalty-free license to copy, distribute, and use any of the Deliverables on other projects; provided, however, that Design-Builder may not use the Deliverables to substantially duplicate the Project or any of its significant parts or aspects in any other application or for any other client; and provided further, however, that Design-Builder shall defend, indemnify, and hold harmless City and its Consultants in accordance with the provisions of Article 6 of the General Conditions of Contract from and against liability or legal exposure arising out of or resulting from such copying, distribution or use of any of the Deliverables.

2.4 Rights in Deliverables Upon City's Termination of Design-Builder for Convenience. If City terminates this Contract for its convenience as set forth in Article 14 of the General Conditions of Contract, then upon City's payment to Design-Builder of those amounts due for Work properly performed to date of termination in accordance with the Contract Documents, City may use the Deliverables in the completion of the Project through its employees, agents, or third parties; City may use the Deliverables in and for City's subsequent use, occupancy, operation, and maintenance of the Project; and/or City may re-use or modify the Deliverables in accordance with the terms set forth in Section 2.2 above, without further obligation or liability to Design-Builder; provided, however, that and Design-Builder shall be automatically deemed to have been granted by City a limited, non-exclusive, perpetual, royalty-free license to copy, distribute, and use the Deliverables on other projects in accordance with the terms set forth in Section 2.3 above.

2.5 Rights in Deliverables Upon City's Termination of Design-Builder for Default. If City terminates this Contract due to Design-Builder's default pursuant to Article 14 of the General Conditions of Contract, then upon City's payment to Design-Builder of those amounts due for Work properly performed to date of termination in accordance with the Contract Documents, City may use the Deliverables in the completion of the Project through its employees, agents, or third parties; City may use the Deliverables in and for City's subsequent use, occupancy, operation, and maintenance of the Project; and/or City may re-use or modify the Deliverables in accordance with the terms set forth in Section 2.2 above, without further obligation or liability to Design-Builder.

2.6 City's Rights in Other Intellectual Property. Design-Builder shall on its own behalf and on behalf of its employees and agents promptly communicate and disclose to City all computer programs, documentation, software, and other copyrightable works, and all discoveries, improvements, and inventions conceived, reduced to practice, or made by Design-Builder or its employees or agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any Work that may be performed by Design-Builder or its employees agents. Design-Builder and City agree that all such inventions and copyrightable works are works made for hire and shall be and remain entirely the property of City. Design-Builder hereby assigns to City any rights that Design-Builder may have in such copyrightable or patentable works, and agrees to cooperate with City in registering any copyrights or obtaining any patents on same.

Article 3

Contract Time

3.1 General.

3.1.1 The Contract Time(s) shall commence to run on the date indicated in the applicable Notice to Proceed.

3.1.2 Design-Builder shall start to perform the Work on the date(s) when the Contract Time(s) commence to run, but no Work or services shall be performed prior to the date indicated in the applicable Notice to Proceed unless otherwise indicated in the Notice to Proceed. **Further, the professional liability (errors & omissions) insurance provided by Design-Builder under the Contract shall include a retroactive date earlier than the date on which Design-Builder began performing any design services associated with the Project, including, without limitation, the date of submission of Design-Builder's SOQ for this Project.**

3.2 Detailed Design Services.

3.2.1 The parties shall meet as contemplated by the General Conditions of Contract to discuss and implement procedures relating to City's review of Design-Builder's interim design submissions and Construction Documents.

3.2.2 Following such meeting and upon City's satisfaction with the procedures implemented and the information provided by Design-Builder, City shall issue the Design Notice to Proceed, releasing Design-Builder to proceed with the detailed design services for the Work as of the date indicated in the notice.

3.5 Time is of the Essence. City and Design-Builder mutually agree that time is of the essence with respect to the Contract, and that all dates and times set forth in the Contract Documents are material.

Article 4 **Contract Price**

4.1 Contract Price

4.1.1 In return for satisfaction of all of Design-Builder's obligations under the Contract Documents, including, without limitation, the furnishing of and payment for the Work, all materials, labor of all laborers, Subcontractors, Sub-Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, City shall pay Design-Builder, in accordance with Article 13 of the General Conditions of Contract, the firm fixed price of **Six Million, One Hundred Seventy-Four Thousand Nine Hundred Eighty-Eight (\$6,174,988.00) ("Contract Price")**. The Contract Price shall not be modified except by fully-executed Change Order.

4.1.2 The Contract Price shall be allocated for services as follows and shall be payable for proper performance of services as follows:

4.1.2.1 Six Hundred Sixty-Five Thousand Two Hundred Eighty-Three Dollars (\$665,283.00) for design services (the "Design Contract Price")

4.1.3 Five Million Five Hundred Nine Thousand Seven Hundred Five Dollars (\$5,509,705.00)

Article 5 **Other Provisions**

5.2 Required Authorizations

5.2.1 This Contract is entered into by City subject to authorization by the City Council or the City Manager, or by the Board of Parks and Recreation Commissioners, and shall not be binding until so authorized, and is subject to the federal and state laws and the provisions of the Kansas City Charter and Ordinances in general that may affect same.

5.3 Financial Representations

5.3.1 In executing this Contract, Design-Builder and Surety each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract.

IN WITNESS WHEREOF, the authorized representatives of City, Design-Builder, and Surety have hereunto set their hands and seals respectively, in execution of this Contract.

DESIGN-BUILDER

Leath & Sons, Inc
Legal Name of Design-Builder

9301 E 63rd Street
Street Address

Raytown, MO 64133
City, State, Zip Code

jeffl@leathandsons.com
E-mail Address

816-353-7011
Facsimile Number

I hereby certify that I have authority to execute this document on behalf of Design-Builder.

By: 

Typed or Printed Name: Jeffery B Leath

Title: Vice-President

Date: October 21st, 2020

(Affix corporate seal if applicable)

SURETY

Harco National Insurance Company

Legal Name of Surety

One Newark Center, 20th Floor

Street Address

Newark, NJ 07122

City, State, Zip Code

630-416-4406

Facsimile Number

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

By: 

Typed or Printed Name: Nicole M Johnson

Title: Attorney-In-Fact

Date: October 21st, 2020

(Affix corporate seal and attach original Power of Attorney)

KANSAS CITY, MISSOURI

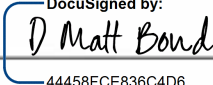
Water Services

Name of City Department
4800 E 63rd St

Street Address
Kansas City, MO 64130

City, State, Zip Code

Facsimile Number

By:  DocuSigned by:
44458FCE836C4D6...

Typed or Printed Name: D Matt Bond

Title: Deputy Director

Date: 11/4/2020

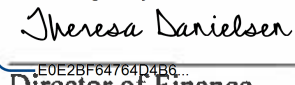
Approved as to form:

 DocuSigned by:
0909E44CF75D420...

Assistant City Attorney

(Date)

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:
E0E2BF64764D4B6... 11/18/2020

Director of Finance

(Date)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

RODNEY W. PADDOCK, NICOLE M. JOHNSON, NATHAN PADDOCK, ERIC DEDOVESH

Lee's Summit, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



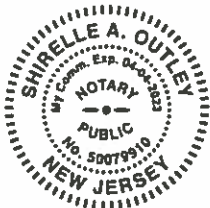
STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

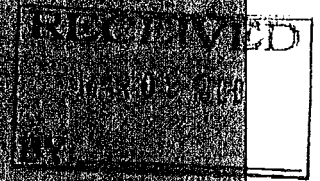
CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 21st, 2020

Irene Martins, Assistant Secretary

City of Kansas City, Mo.
BUSINESS LICENSE
Revenue Division



For the operation of:



LEATH & SONS INC
9301 E 63RD ST
RAYTOWN MO 64133-4954

00755



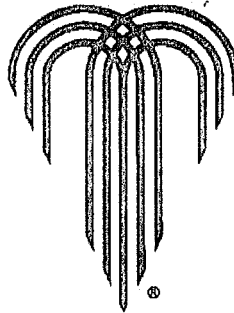
L1318095104
CID-91131198208



2020

This license is effective until December 31, 2020. 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

1816906880

Post at location licensed

A handwritten signature in black ink, appearing to read "Mari Ruck".

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

LEATH & SONS, INC.

Filings (54) Copies/Certificates (8)

Annual Registration Report (SR51841)
Registered on: 07/06/2020, Effective from: 07/06/2020

Statement of Change of Registered Agent or Registered Office - Corp 59 - CA 59 - LLP 9 - LP 9 (ORI-03032020-0603)
Registered on: 03/03/2020, Effective from: 03/03/2020

Statement of Correction - Corp 60 - LLC 7 - LP 11 (ORI-02242020-0260)
Registered on: 02/24/2020, Effective from: 02/24/2020

Annual Registration Report (ORI-12092019-0050)
Registered on: 12/09/2019, Effective from: 12/09/2019

Annual Registration Report (ORI-08212018-1276)
Registered on: 08/21/2018, Effective from: 08/21/2018

Annual Registration Report (ORI-08252017-1326)
Registered on: 08/25/2017, Effective from: 08/25/2017

Service of Process - Corporation/LLC (ORI-04242017-1375)
Registered on: 04/21/2017, Effective from: 04/21/2017

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Profile Parties Events (2)

Character Name:
00191766

Entity Name:
LEATH & SONS, INC.

Type:
General Business For Profit - Domestic

Status:
Good Standing

Registration on:
05/19/1977

Due Date:
10/31/2021

Addresses

Reg. Address:

800 Ne Vanderbilt Lane, Lee's Summit, Missouri, 64064, United States

Principal Office Address:

9301 E 63rd Street, Raytown, Missouri, 64133, United States

Hey there! My name is
River & I am an A.I.
chatbot, let's talk.

Type here to search

9:44 AM
10/17/2020



CONTRACT REQUIRED SUBMISSIONS

Project/Contract Number 80002224/9430

Project/Contract Title/Description Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to 55th Street

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
Longshoremens Insurance
Property Insurance

- ☐ List the NAIC Number (National Association of Insurance Commissioners) or A.M. Best Number for each Insurer listed on the Certificate of Insurance.
- ☐ Certificate "Kansas City, Missouri" must named as an Additional Insured.
- ☐ Check the insurance requirements of the Contract. If Contract Documents require that other entities be included as additional insureds, each entity shall be listed on the certificate(s).
- ☐ Description of Operations must include Project/Contract Number and Project/Contract Title/Description as contained in the Contract Documents. The Certificate Holder and address block shall be completed as follows:

Kansas City, Missouri

[Name of applicable City Department]

[Name of Contract Administrator, Buyer, or Project Manager]

[Department Address]

Kansas City, Missouri [Zip Code]

- ☐ If your insurance agent prepares an ACORD form, the automobile insurance must be "any auto" or better for acceptance by the City.

AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

HEALTH AND SAFETY PLAN (If applicable)

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

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 5 day of October, 2020, before me appeared

Jeffery B Leath, 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

President (title) of Leath & Sons, 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.

10

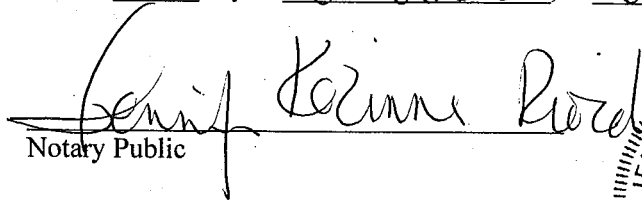
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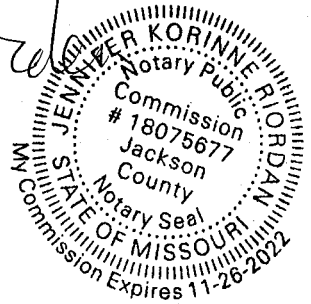
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 5 day of October, 2020.


Notary Public

My Commission expires: 11/26/2022





Company ID Number: 570281

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 570281

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

Employer Leath & Sons, Inc.	
Rebecca Leath	
Name (Please Type or Print)	Title
Electronically Signed	06/15/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/15/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Leath & Sons, Inc.
Company Facility Address:	9301 E 63rd St
	Raytown, MO 64133
Company Alternate Address:	
County or Parish:	JACKSON
Employer Identification Number:	431111519



Company ID Number: 570281

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

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

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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

E-Verify



Company ID Number: 570281

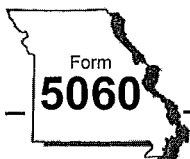
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Employer Leath & Sons, Inc.	
Rebecca Leath	
Name (Please Type or Print)	Title
Electronically Signed	06/15/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	06/15/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Leath & Sons, Inc.
Company Facility Address:	9301 E 63rd St
	Raytown, MO 64133
Company Alternate Address:	
County or Parish:	JACKSON
Employer Identification Number:	431111519



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.



PERFORMANCE AND MAINTENANCE BOND

Project Number Project 80002224/02400

Project Title WMR-State Line Rd to JC Nichols PKWY-W 46th St to W 55th St

Bond No: 0790309

KNOW ALL MEN BY THESE PRESENTS: That Leath & Sons, Inc , as PRINCIPAL (CONTRACTOR), and Harco National 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 Six Million One Hundred Seventy Four Thousand Nine Hundred Eighty Eight Dollars and 00/100 Dollars (\$ 6,174,988.00) 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 80002224/02400 WMR -State Line Rd to JC Nichols PKWY-W 46th St to W 55th St 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 1st day of October, 2020.

CONTRACTOR

Name, address and facsimile number of Contractor

Leath & Sons, Inc

9301 E 63rd Street

Raytown, MO 64133

816-353-7011

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

By: 

Title: Jeffery B Leath, Vice-President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Harco National Insurance CompanyOne Newark Center, 20th FloorNewark, NJ 07102630-416-4406

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

By: Nicole M. JohnsonTitle: Nicole M Johnson, Attorney-In-FactDate: October 1st, 2020

(Attach seal and Power of Attorney)



PAYMENT BOND

Project Number 80002224/02400

Project Title WMR-State Line Rd to JC Nichols PKWY-W 46th St to W 55th St

Bond No: 0790309

KNOW ALL MEN BY THESE PRESENTS: That Leath & Sons, Inc., as PRINCIPAL (CONTRACTOR), and Harco National 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 Six Million One Hundred Seventy Four Thousand Nine Hundred Eighty Eight Dollars and 00/100 Dollars (\$6,174,988.00) 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 80002224/02400 WMR-State Line Rd to JC Nichols PKWY-W 46th St to W 55th St, 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 1st day of October, 2020.

CONTRACTOR

Name, address and facsimile number of Contractor

Leath & Sons, Inc

9301 E 63rd Street

Raytown, MO 64133

816-353-7011

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

By: 

Title: Jeffery B Leath, Vice-President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Harco National Insurance Company

One Newark Center, 20th Floor

Newark, NJ 07102

630-416-4406

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: Nicole M Johnson, Attorney-In-Fact

Date: October 1st, 2020

(Attach seal and Power of Attorney)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0790309

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

RODNEY W. PADDOCK, NICOLE M. JOHNSON, NATHAN PADDOCK, ERIC DEDOVESH

Lee's Summit, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 1st, 2020

Irene Martins, Assistant Secretary



LEAT&SO-01

S1CTUMMINIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2020

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 AssuredPartners SRA Insurance Agency, LLC 4435 Main St., 4th Floor Kansas City, MO 64111	CONTACT NAME:	
	PHONE (A/C, No, Ext): (913) 831-1777	FAX (A/C, No): (913) 831-4730
INSURED Leath & Sons Inc 9301 E 63rd Street Raytown, MO 64133	E-MAIL ADDRESS: info@sraains.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Phoenix Insurance Company	
	INSURER B: Travelers Property Casualty Co of America	
	INSURER C: Midwest Builders' Cas. Mut. Co	
	INSURER D: Charter Oak Fire Insurance Co	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DT-CO-6K678032-19-PHX SURETY VERIFIED <i>BY D. Lewis Moore 10/13/2020</i>	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-1L661369-19-26-G	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-6K698307	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
C	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N	N/A	WC100-0000743-2020A	1/1/2020	1/1/2021	<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
D	Equipment Floater			QT-660-4K141048-COF-19	12/31/2019	12/31/2020	LEASED/RENTED EQUIP 750,000
D	Install / Bldg Risk-			QT-660-4K141048-COF-19	12/31/2019	12/31/2020	DEDUCTIBLE: \$5,000 12,309,995

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project No. Project 80002224 / 02400 WMR- State Line Rd to JC Nichols PKWY- W 46thSt to W 55thSt

The Certificate holder, City of Kansas City, Missouri and all employees, individuals and entities and affiliates required by contract are an additional insured, primary and noncontributory applies (except for workers compensation), waiver of subrogation applies where allowed by law, 30 day cancellation 10 days for nonpayment of premium as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Kansas City, Missouri
414 E. 12th Street
Kansas City, MO 64106

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

AUTHORIZED REPRESENTATIVE



**AUTHORIZATION TO RELEASE
A
REVENUE CLEARANCE LETTER**

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

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

Name of Taxpayer: Leath & Sons, Inc. Tax I.D.# 43-1111519
(PRINT)
Address: 9301 E 63rd St Raytown, MO 64133

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

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

NAME (PRINT) Jennifer Riordan		BUSINESS NAME Leath & Sons, Inc.	TITLE Office Manager
ADDRESS 9301 E 63rd St		CITY, STATE, ZIP CODE Raytown, MO 64133	
PHONE NUMBER 816-353-8623	FAX NUMBER n/a		E-MAIL ADDRESS clerical@leathandsons.com

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

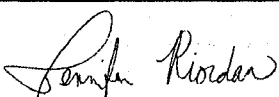
Please send my 1st Revenue Clearance Letter to: Delois Moore KC Water/delois.moore@kcmo.org
(Print Name of City Department/Contact Person/E-mail/Fax Number)

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

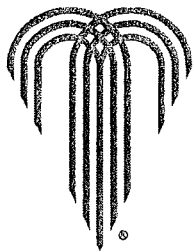
The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including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

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

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

NAME (PRINT) Jennifer Riordan		TITLE (IF APPLICABLE) Office Manager	
SIGNATURE 	PHONE NUMBER 816-353-8623	DATE 10/01/2020	

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL



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

LEATH & SONS INC
9301 E 63RD ST
RAYTOWN MO 64133-4954

Letter Id: L1156761856

Date: 15-May-2020

Taxpayer Id: **_***1519



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that LEATH & SONS 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.





DESIGN-BUILD GENERAL CONDITIONS

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ARTICLE 1 DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

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

2. **Agreement** - The written Contract between CITY and DESIGN-BUILDER 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 DESIGN-BUILDER 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** - consists of (1) the Technical Approach Submittal of the DESIGN-BUILDER providing information on the design and construction Work to be undertaken by DESIGN-BUILDER for the Project and (2) the Price Submittal setting forth the firm, fixed price for which the DESIGN-BUILDER agrees to perform all of the Work required by the Contract Documents.

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 DESIGN-BUILDER 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 DESIGN-BUILDER has entered into the

Contract and for whom the Work is to be provided.

13. CITY's Project Design and Construction Criteria - are set forth in the Project Information portion of the Bidding Documents, and are those criteria developed by or for CITY to describe CITY's program requirements and objectives for the Project, including use, space, price, time, site, and expandability requirements, as well as submittal requirements and other requirements governing DESIGN-BUILDER's performance of the Work. CITY's Project Design and Construction Criteria may include, without limitation, survey information; interior space requirements; material quality standards; schematic layouts and conceptual design criteria; cost or budget estimates; design and construction schedules; site development requirements; provisions for utilities, storm water retention and disposal, and parking requirements; standards, codes, and design manuals required to be employed; aesthetic considerations; conceptual documents; design criteria and performance-based criteria and requirements; and other Project-specific technical materials and requirements.

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

15. Construction Documents - means the complete and detailed drawings and specifications prepared or furnished by the DOR that provide the detailed requirements for construction of the Project, including, without limitation, defining the quantities and qualities of, and the relationships among, all of the materials and equipment needed to construct and deliver to CITY a finished and functional Project that conforms to CITY's Project Design and Construction Criteria.

16. Consultant - a person, firm, or corporation having a contract with CITY to furnish services as an independent professional associate or consultant (including, without limitation, as a construction manager, construction advisor, or program manager) with respect to the Project and who is identified as such in the Supplementary Conditions. The term "Consultant" also includes such person's firms, or corporation's agents, officers, directors, or employees.

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

18. Contract Documents - The Contract Documents establish the rights and obligations of the parties and include the Contract, Addenda (which pertain to the Contract Documents), DESIGN-BUILDER's Bid Form/Contract (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Intent to Contract), the HRD Construction Project Instructions, the DESIGN-BUILDER'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 CITY and Consultant(s), together with approved project baseline schedule and amendments thereto and all Written Amendments, Change Orders, Work Change Directives, and CITY'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 DESIGN-BUILDER are not Contract Documents, except project schedules submitted by DESIGN-BUILDER and approved by CITY.

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

20. Contract Times - the number of calendar days or the date(s) stated in the Contract Documents for DESIGN-BUILDER to achieve certain Milestones, to achieve Substantial Completion of the Work, or portions of the Work, and to complete the entire Work such that DESIGN-BUILDER is entitled to receive final payment.

21. Day - Shall constitute a Calendar Day.

22. DESIGN-BUILDER - is the single entity or combination of persons and/or entities having the licensure, qualifications, and capability to perform as both a Designer of Record and a General Contractor on the Project, authorized by law to do business in Missouri and to perform or furnish professional design services and construction services for the Project, with whom CITY has entered into the Contract.

23. Designer of Record or DOR - is the qualified design professional member of DESIGN-BUILDER, holding a currently valid license or certificate of authority issued by the State of Missouri pursuant to Chapter 327, Revised Statutes of Missouri, who is to perform, provide for the performance of, oversee, and coordinate all of the professional design services for the Project, either directly, through employees or associates, or through agreements with Design Subconsultants; who shall review and approve all shop drawings issued on the Project; who shall coordinate the services of all design professionals and trade disciplines on the Project; who shall confirm the compliance of the Project as designed and constructed with the design intent of CITY's Project Design and Construction Criteria; and who shall bear ultimate responsibility for the accuracy, completeness, quality, and propriety of all professional design services performed on the Project.

24. Design Subconsultant means those qualified design professionals other than the DOR holding currently valid licenses or certificates of authority issued by the State of Missouri pursuant to Chapter 327, Revised Statutes of Missouri, who are retained by the DESIGN-BUILDER, the DOR, or the GC to perform or furnish professional design services for the Project.

25. 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.

26. Drawings - The drawings which graphically show the scope, extent and

character of the Work to be furnished and performed by DESIGN-BUILDER and which have been prepared by DESIGN PROFESSIONAL and are included in the Contract Documents. Shop Drawings are not Drawings as so defined.

27. *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.

28. *General Contractor or GC* - means that member of DESIGN-BUILDER, qualified to perform construction services for the Project in the City of Kansas City, Missouri, who is to perform or oversee the performance of the construction services for the Project, either directly or through agreements with Subcontractors; who shall oversee and coordinate the services of all trade disciplines on the Project; who shall ensure the compliance of the Project, as constructed, with the Project design documents; and who shall bear responsibility for the accuracy, completeness quality, and propriety of all construction services performed on the Project.

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

30. *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.

31. *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.

32. *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.

33. *Lead Architect* - refers to that natural person, identified by DESIGN-BUILDER as such in the Key Personnel portion of the Technical Approach Submittal of DESIGN-BUILDER's Bid, who is undertaking primary responsibility for the performance and furnishing of all professional design services for the Project and for the other obligations of the DOR under the Contract Documents.

34. *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 "lead paint" and "lead-containing paint" are synonymous with Lead-Based Paint.

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

36. *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.

37. *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.

38. Notice to Proceed - The written notice given by CITY to DESIGN-BUILDER, establishing the date on which the Contract Time(s) will commence to run and on which date DESIGN-BUILDER shall begin to perform its obligations under the Contract Documents. The term includes, without limitation, the Contract Notice to Proceed, the Design Notice to Proceed, and/or the Construction Notice to Proceed, as defined in the Contract for DESIGN-BUILDER Services... DESIGN-BUILDER shall perform no Work or services prior to the date on which the Contract Time(s) commence to run.

39. 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.

40. PCBs - Polychlorinated biphenyls.

41. 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.

42. 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.

43. 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.

44. Request for Qualifications or RFQ - is the written solicitation issued by CITY for the Project, requesting preparation and submission of Statements of Qualifications by interested Applicants.

45. 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.

46. 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.

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

48. 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 DESIGN-BUILDER.

49. 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.

50. Statement of Qualifications or SOQ - Written and/or graphic description of the credentials, qualifications, experience, and other information about an Applicant that is responsive to the evaluation criteria set forth in the RFQ.

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

52. Substantial Completion - When Work (or a specified part thereof) has progressed to the point where, in the opinion of CITY as evidenced by CITY'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.

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

54. Supplier- A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with DESIGN-BUILDER or with any Subcontractor to furnish materials or equipment to be incorporated into the Work by DESIGN-BUILDER or any Subcontractor.

55. 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.

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

57. 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.

58. Work Change Directive - A written directive to DESIGN-BUILDER, issued on or after the Effective Date of the Contract, signed by CITY and recommended by CITY, 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.

59. Written Amendment- A written statement modifying the Contract

Documents, signed by CITY and DESIGN-BUILDER 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 CITY 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 CITY 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 13.5).

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 DESIGN-BUILDER, "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. DESIGN-BUILDER shall deliver to CITY such Bonds as DESIGN-BUILDER may be required to furnish.

2.02 Evidence of Insurance

A. DESIGN-BUILDER shall deliver to CITY certificates of insurance or other evidence of insurance that CITY may request, which DESIGN-BUILDER 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 DESIGN-BUILDER 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. DESIGN-BUILDER 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. 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, DESIGN-BUILDER shall submit to CITY's Representative for review:

1. Preliminary Progress Schedule: DESIGN-BUILDER shall submit a proposed project schedule for CITY's acceptance. The proposed project schedule shall include a detailed and comprehensive design and 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 progress 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.

2.07 Initially Acceptable Schedules

A. Thirty day interim schedule: The DESIGN-BUILDER shall prepare and submit to the CITY a 30-day interim schedule within seven (7) Calendar Days after the Notice to Proceed. This schedule shall contain the sequence and dates of major work for the entire duration of the Work, including the following activities.

1. The construction activities to be accomplished or commenced during the first thirty (30) Calendar Days following the Notice to Proceed;
2. Procurement and submittal approvals, fabrication and delivery of all long lead time procurement activities;
3. Activities or Milestones that may be affected by the actions of the CITY or third parties.

The DESIGN-BUILDER shall incorporate the CITY's comments and resubmit the 30-day interim schedule within seven (7) Calendar Days from receipt of the CITY's comments.

B. Project Baseline Schedule: The DESIGN-BUILDER's 30-day interim schedule, as revised by the CITY pursuant to Paragraph 2.07A, shall be considered the baseline schedule and shall be used by the DESIGN-BUILDER for planning, scheduling, managing, and executing the Work. The baseline schedule shall not be changed without the written consent of CITY.

C. DESIGN-BUILDER'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 DESIGN-BUILDER 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 CITY.

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. The Contract, including all Change Orders and Written Amendments

2. Approved Shop Drawings
3. Addenda, with those of later date having precedence over those of earlier date
4. Project Baseline Schedule Requirements
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 CITY 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 DESIGN-BUILDER'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, or DESIGN-BUILDER, 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 any of CITY's 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, DESIGN-BUILDER 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, DESIGN-BUILDER shall report it immediately to CITY in writing. DESIGN-BUILDER 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 DESIGN-BUILDER shall not be liable to CITY or CITY's Consultants for failure to report any such conflict, error, ambiguity or discrepancy unless DESIGN-BUILDER 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. CITY's approval of a Shop Drawing or Sample, or
2. CITY's written interpretation or clarification.

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 DESIGN-BUILDER 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 DESIGN-BUILDER 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, DESIGN-BUILDER may make a Claim as provided in Article 15. DESIGN-BUILDER 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 CITY 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 CITY in preparing the Contract Documents.

B. Limited Reliance by DESIGN-BUILDER on Technical Data Authorized: DESIGN-BUILDER 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, DESIGN-BUILDER may not rely upon or make any Claim against CITY, or CITY's Consultants with respect to:

1. the completeness of such reports and drawings for DESIGN-BUILDER's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER 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 in writing about such condition(s). DESIGN-BUILDER 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. CITY's Review: After receipt of notice as required by Paragraph 4.03 A, CITY will promptly review the pertinent conditions, determine the necessity for CITY to obtain additional exploration or tests with respect thereto and notify DESIGN-BUILDER in writing of CITY's findings and conclusions.

C. Possible Contract Documents Change: If CITY concludes that a change in the
DB 00700 Design-Build General Conditions 120314 Contract Central

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 DESIGN-BUILDER'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 10.04; and
4. DESIGN-BUILDER shall not be entitled to any adjustment in the Contract Price or Contract Times if;
 - a. DESIGN-BUILDER knew, or by the exercise of ordinary care could have known, of such conditions at the time DESIGN-BUILDER 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 DESIGN-BUILDER prior to DESIGN-BUILDER's making such final commitment; or
 - c. DESIGN-BUILDER failed to give the written notice as required by Paragraph 4.03 A.

E. If CITY and DESIGN-BUILDER are unable to agree on entitlement to, or magnitude of, an equitable adjustment in the Contract Price pursuant to Article 10 and/or Contract Times pursuant to Article 11, a Claim may be made therefore as provided in Article 15. However, CITY, CITY's Consultants shall not be liable to DESIGN-BUILDER 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 DESIGN-BUILDER 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 by the owners of such Underground Facilities or by others.

1. CITY 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 DESIGN-BUILDER 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 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, DESIGN-BUILDER 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.

C. CITY's Review: After receipt of notice as required by Paragraph 4.04 B, CITY will promptly review the consequences of the existence of the Underground Facility and notify DESIGN-BUILDER in writing CITY'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 DESIGN-BUILDER'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 10.04; and
3. DESIGN-BUILDER shall not be entitled to any adjustment in the Contract Price or Contract Times if;
 - a. DESIGN-BUILDER knew, or by the exercise of ordinary care could have known, of the existence of the Underground Facility at the time DESIGN-BUILDER 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 DESIGN-BUILDER prior to DESIGN-BUILDER's making such final commitment; or

c. DESIGN-BUILDER failed to give the written notice as required by Paragraph 4.04 B.

F. If CITY and DESIGN-BUILDER are unable to agree on entitlement to, or magnitude of, an equitable adjustment in the Contract Price pursuant to Article 10 and/or Contract Times pursuant Article 11, a Claim may be made therefore as provided in Article 15. However, CITY and CITY's Consultants shall not be liable to DESIGN-BUILDER 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 DESIGN-BUILDER 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 CITY's judgment are necessary to enable DESIGN-BUILDER to proceed with the Work. DESIGN-BUILDER 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. DESIGN-BUILDER shall report to CITY 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 CITY in the preparation of the Contract Documents.

B. Limited Reliance by DESIGN-BUILDER on Technical Data Authorized: DESIGN-BUILDER 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, DESIGN-BUILDER may not rely upon or make any Claim against CITY, or CITY's Consultants with respect to:

1. the completeness of such reports and drawings for DESIGN-BUILDER's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by DESIGN-BUILDER 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 DESIGN-BUILDER interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions or information.

C. DESIGN-BUILDER 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. DESIGN-BUILDER shall be responsible for all Hazardous Environmental Conditions created with any materials brought to the Site by DESIGN-BUILDER, Subcontractors, Suppliers, or anyone else for whom DESIGN-BUILDER is responsible. DESIGN-BUILDER shall not be entitled to an extension of the Contract Times or an increase in the Contract Price if DESIGN-BUILDER, Subcontractor, Supplier or anyone for whom DESIGN-BUILDER is responsible created any Hazardous Environmental Condition at the Site or in connection with the Work.

D. If DESIGN-BUILDER encounters a Hazardous Environmental Condition at the Site or if DESIGN-BUILDER or anyone for whom DESIGN-BUILDER is responsible creates a Hazardous Environmental Condition at the Site, DESIGN-BUILDER 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 promptly thereafter confirm such notice in writing). CITY shall promptly determine the necessity for CITY to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price pursuant to Article 10 and/or Contract Times to pursuant to Article 11 as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by DESIGN-BUILDER, a Claim may be made therefore as provided in Article 15.

F. If after receipt of written notice as required in Paragraph 4.06 E, DESIGN-BUILDER 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 DESIGN-BUILDER cannot agree as to entitlement to or magnitude of an equitable adjustment in Contract Price pursuant to Article 10 and/or Contract Times pursuant to Article 11 as a result of deleting such portion of the Work, then a Claim may be made therefore as provided in Article 15. 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. DESIGN-BUILDER shall immediately call to the attention of the CITY's Representative any specified material or product which the DESIGN-BUILDER knows or suspects to

contain asbestos, whether new or salvaged.

ARTICLE 5 BONDS AND INSURANCE

5.01 Performance, Payment and Other Bonds

A. DESIGN-BUILDER 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 DESIGN-BUILDER'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. DESIGN-BUILDER 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 DESIGN-BUILDER 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, DESIGN-BUILDER 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 DESIGN-BUILDER 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. DESIGN-BUILDER shall deliver to CITY, 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 DESIGN-BUILDER 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, DESIGN-BUILDER 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 DESIGN-BUILDER's Liability Insurance

A. DESIGN-BUILDER 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 DESIGN-BUILDER's performance and furnishing of the Work and DESIGN-BUILDER's other obligations under the Contract Documents, whether it is to be performed or furnished by DESIGN-BUILDER, 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 DESIGN-BUILDER's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than DESIGN-BUILDER'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, 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 DESIGN-BUILDER's indemnity obligations;
5. remain in effect at least until final payment and at all times thereafter when DESIGN-BUILDER 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 DESIGN-BUILDER 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, DESIGN-BUILDER 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 DESIGN-BUILDER 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. DESIGN-BUILDER 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 DESIGN-BUILDER, and CITY, 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 DESIGN-BUILDER, and CITY, 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. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$2,000,000.

5. 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 DESIGN-BUILDER 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, DESIGN-BUILDER 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, DESIGN-BUILDER, 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 DESIGN-BUILDER, 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 DESIGN-BUILDER, 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 DESIGN-BUILDER intend that all policies purchased in accordance with Paragraphs 5.04 and 5.06 will protect CITY, DESIGN-BUILDER, CITY's 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 DESIGN-BUILDER 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 CITY, 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; 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 DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES

6.01 General Requirements

A. Project Manager and Lead Architect. The Design-Build Project Manager and the Lead Architect shall be reasonably available to CITY's Representative and shall have the necessary expertise and experience required to supervise the Work. The Design-Build Project Manager and the Lead Architect shall communicate regularly with CITY's Representative. The Design-Build Project Manager, the Lead Architect, and any of the other Key Personnel identified in the Technical Approach Submittal portion of DESIGN-BUILDER's Bid may be removed or replaced only with the prior written consent of CITY.

B. Pre-Commencement Meeting. The parties will meet within ten (10) days after CITY's execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to

schedules, submittals, and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

C. List of Subcontractors. DESIGN-BUILDER 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. No acceptance by CITY of any Subcontractor or Sub-Subcontractor shall relieve DESIGN-BUILDER of its responsibility for scheduling and coordinating the Work of all Subcontractors and Sub-Subcontractors, nor shall it relieve DESIGN-BUILDER of its complete and exclusive responsibility and liability for all acts and omissions of any Subcontractor or Sub-Subcontractor, nor shall it result in any waiver of CITY's right to reject defective or nonconforming Work.

6.02 Professional Design Services

A. DESIGN-BUILDER shall, consistent with applicable Missouri licensing laws, perform or furnish, through the DOR and any Design Subconsultants, the necessary architectural, engineering, and other professional design services and the labor, materials, supervision, equipment, computers, documents, and other items and services necessary for the preparation of the required drawings, specifications, and other design information and submittals to permit DESIGN-BUILDER to complete the Work consistent with CITY's Project Design and Construction Criteria, the Contract Documents, and Legal Requirements. DESIGN-BUILDER acknowledges its responsibility to CITY for the proper performance of the Work by the DOR and Design Subconsultants and its responsibility for any of their acts or omissions in connection with the Work, and acknowledges that such subcontracting shall in no way relieve DESIGN-BUILDER of its obligations and liabilities under the Contract Documents and Legal Requirements. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between CITY and any Design Subconsultant, or between CITY and the DOR (unless the DOR is the DESIGN-BUILDER under contract with CITY), including, but not limited to, any third-party beneficiary rights, and a provision to such effect shall be inserted into all agreements between DESIGN-BUILDER and its Design Subconsultants and DOR (if the DOR is not the DESIGN-BUILDER under contract with CITY).

6.03 Design Standards; Seals and Endorsements

A. Design Standards. Except as otherwise directed in writing by CITY, DESIGN-BUILDER and the DOR shall use and implement in the performance of professional design services under the Contract, all applicable design standards required by federal, state, and local laws or codes or such standards as are recognized and used in the industry. In the development of any design under the Contract, DESIGN-BUILDER and the DOR shall comply with the Contract Documents and Legal Requirements, including, without limitation, all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., as well as 28 C.F.R. Parts 35 and 36 and 29 C.F.R. Part 1630, and CITY's Buy American policy, all as may be amended from time to time. DESIGN-BUILDER and the DOR shall notify and explain to CITY any applicable exceptions under these acts or provisions.

B. Seals and Endorsements. The DOR shall affix its seal to and endorse all drawings, plans, and specifications, or estimates, and engineering data prepared by the DOR under the Contract. All Design Subconsultants shall similarly affix their seals to and endorse their respective drawings, plans, and specifications, or estimates, and

engineering data prepared for the Project.

C. Correction of Errors. DESIGN-BUILDER and the DOR shall monitor for quality assurance purposes all design services performed under the Contract, and shall immediately revise and correct the design drawings and plans at their own expense, without adjustment to the Contract Price and/or Contract Time(s), any act, omission, error, or oversight in the performance of such professional design services and the associated construction.

6.04 Standard of Care for Professional Design Services

A. The standard of care for all professional design services performed as part of the Work shall be the care and skill ordinarily exercised by members of the same design profession practicing under substantially similar conditions at the same time and locality of the Project, or as otherwise provided by Missouri law. Notwithstanding the preceding sentence, DESIGN-BUILDER shall design and construct the Project in such a manner that the Project and all of its components are functional and operational and in compliance with CITY's Project Design and Construction Criteria, Legal Requirements in effect as of the date of the Contract, and any other specific performance standards the parties may agree upon for any aspect of the Project.

6.05 Progress Schedule

A. DESIGN-BUILDER 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. DESIGN-BUILDER 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. DESIGN-BUILDER 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 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 DESIGN-BUILDER with respect to the Work, including the anticipated costs and schedule impacts of any such Claims.

6.06 Recovery Schedules

A. If the DESIGN-BUILDER 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 DESIGN-BUILDER, 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, DESIGN-BUILDER 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.

6.07 Detailed Design Services

A. Interim Design Submissions. At the meeting contemplated by Section 6.07.B of these General Conditions of Contract, CITY and DESIGN-BUILDER shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that CITY may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements.

B. Design Review Meetings. On or about the time of scheduled design submissions, DESIGN-BUILDER's Project Manager and Lead Architect shall convene design review meetings with CITY to confer about the submissions. At the meetings, DESIGN-BUILDER shall identify, among other things, the evolution of the design and any significant changes or deviations from CITY's Project Design and Construction Criteria or the Contract Documents, or, if applicable, previously submitted design submissions. In the event DESIGN-BUILDER believes that any changes requested by CITY at such meetings are inconsistent with CITY's Project Design and Construction Criteria or earlier approvals such that DESIGN-BUILDER's compliance with same may have an adverse impact on the Contract Price and/or the Contract Time(s), DESIGN-BUILDER shall submit its written notice to CITY specifying such impact within seven (7) days after such meeting, or DESIGN-BUILDER shall be deemed to have waived any

claim for adjustment to the Contract Price and/or the Contract Time(s) arising out of such meeting or request.

C. Approval of Interim Design Submissions. Following each design review meeting, DESIGN-BUILDER shall prepare and maintain meeting minutes and shall provide copies to all attendees for review. CITY shall review and approve the interim design submissions in a time that is consistent with the reasonable turnaround times set forth in DESIGN-BUILDER's approved schedule. Any such review and approval by CITY shall be only for purposes of determining the interim design submissions' apparent general consistency with CITY's Project Design and Construction Criteria, and shall not relieve DESIGN-BUILDER from any responsibility or liability for its complete and exclusive control and responsibility for providing complete and accurate design and construction services as required to achieve CITY's objectives, including, without limitation, the use, operation, and maintenance of the Project in conformance with CITY's Project Design and Construction Criteria, the Contract Documents, Legal Requirements, and applicable guidelines, requirements, and standards.

D. Construction Documents. DESIGN-BUILDER shall submit to CITY those Construction Documents consisting of drawings and specifications that describe and set forth in detail the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions; as such submissions may have been modified in a design review meeting and approved by CITY. The parties shall have a design review meeting to discuss, and CITY shall review and approve, the Construction Documents in accordance with the procedures and consistent with the purposes set forth in Sections 6.07.B. and 6.07.C. above and Section 6.07.E. below. Upon CITY's issuance of the Construction Notice to Proceed, DESIGN-BUILDER shall proceed with construction in accordance with the approved Construction Documents and shall submit to CITY, prior to commencement of construction, the number of copies of the approved Construction Documents, in the required form, as set forth in the Supplementary Conditions.

E. Approval of Construction Documents. CITY's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of CITY's Project Design and Construction Criteria. Neither CITY's review and approval of any interim design submissions nor CITY's review and approval of the Construction Documents shall be deemed to transfer from DESIGN-BUILDER to CITY any of DESIGN-BUILDER's exclusive responsibility, control, and liability for the design and construction required under the Contract Documents.

F. Design Packages. To the extent not prohibited by the Contract Documents or Legal Requirements and with CITY's written approval, DESIGN-BUILDER may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

6.08 Legal Requirements

A. General. DESIGN-BUILDER shall perform the Work in accordance with the Contract Documents and Legal Requirements, and shall provide all notices applicable to the Work as required by the Contract Documents and the Legal Requirements

B. Changes in Legal Requirements. The Contract Price and/or Contract Time(s) may be equitably adjusted to compensate DESIGN-BUILDER for the effects of any

changes in Legal Requirements enacted after CITY's execution of the Contract that affect the performance of the Work. Such effects may include, without limitation, revisions DESIGN-BUILDER is required to make to the Construction Documents because of changes in Legal Requirements.

C. Americans with Disabilities Act. DESIGN-BUILDER agrees to comply, during the course of this Contract, with all provisions of the Americans with Disabilities Act, 42 U.S.C. Sec. 12101 et seq., as well as 28 C.F.R. Parts 35 and 36 and 29 C.F.R. Part 1630, as applicable and as amended from time to time.

D. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority business enterprises (MBE) and women's business enterprises (WBE) participate to the maximum extent possible in the performance of CITY contracts. DESIGN-BUILDER shall comply with all requirements of CITY's Minority and Women's Business Enterprise Program as enacted in CITY's Code, Sections 38-84 through 38-100.4 and as hereinafter amended. DESIGN-BUILDER shall achieve the MBE/WBE participation goals set forth in DESIGN-BUILDER's Construction Contractor Utilization Plan/Request for Waiver (CITY's HRD Form 8-DB). DESIGN-BUILDER's compliance with this provision is a material part of this Contract.

E. Audit. The City Auditor, the CITY's Internal Auditor, the CITY's Director of Human Relations, and the CITY Department administering this Contract shall have the right to audit this Contract and all books, documents, and records relating thereto.

1. DESIGN-BUILDER shall maintain all of its books, documents, and records relating to this Contract during the Contract period and for three (3) years after the date of final payment or earlier termination of the Contract.

2. DESIGN-BUILDER shall make such books, documents, and records available to the City Auditor, the CITY's Internal Auditor, the CITY's Director of Human Relations, and the CITY Department administering this Contract, within ten (10) days after written request.

F. Prevailing Wage.

1. GENERAL 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. GENERAL 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. GENERAL CONTRACTOR shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for GENERAL 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 GENERAL CONTRACTOR shall fail to start to perform GENERAL CONTRACTOR's obligations under the Contract Documents within sixty (60) days from the date on which the Contract Times commenced to run, as indicated in the Notice to Proceed, GENERAL 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, GENERAL 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. GENERAL CONTRACTOR shall retain one (1) year and make the Pre-contract Certifications available to CITY within five (5) days after written request.

5. GENERAL CONTRACTOR shall 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:

a. "Certified Payroll Report" Form indicating the worker's name, address, social security number, occupation(s) and 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

b. "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 GENERAL CONTRACTOR for its use and for distribution to Subcontractors; and

c. "Payroll Certification" Form. GENERAL CONTRACTOR shall prepare and shall require each Subcontractor to prepare a "Payroll Certification" Form to accompany the Certified Payroll Report. 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 GENERAL CONTRACTOR and each Subcontractor.

d. Copies of CITY's "Certified Payroll Report" form, the Daily Labor Force Report and Payroll Certification Form are included in the Project Manual and are collectively referred to in this Section as the "Records."

6. GENERAL CONTRACTOR shall submit its and its Subcontractors Daily Labor Force Reports to CITY each day. GENERAL 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. GENERAL CONTRACTOR shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the GENERAL 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 GENERAL 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 GENERAL CONTRACTOR's cost. CITY, in its sole discretion, may require GENERAL CONTRACTOR to send any of the Records directly to the person who requested the Record at GENERAL CONTRACTOR's expense.

7. GENERAL CONTRACTOR shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by GENERAL 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, GENERAL 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 GENERAL 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 GENERAL 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. GENERAL CONTRACTOR must correct any errors in GENERAL CONTRACTOR's or any Subcontractors' Records, or GENERAL 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. GENERAL 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. GENERAL 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 GENERAL CONTRACTOR's sole cost and expense.

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

GENERAL CONTRACTOR and each of its Subcontractors, are filed by GENERAL CONTRACTOR.

12. GENERAL 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 GENERAL CONTRACTOR or by any of GENERAL CONTRACTOR's Subcontractors. If GENERAL 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 GENERAL 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.

G. Prevailing Wage Damages. GENERAL CONTRACTOR acknowledges and agrees that, based on the experience of CITY, violations of the Missouri Prevailing Wage Act, whether by GENERAL CONTRACTOR or its Subcontractors, commonly result in additional costs to CITY. GENERAL 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 GENERAL 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 GENERAL 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. GENERAL CONTRACTOR shall have fourteen (14) calendar days to respond, which time may be extended by CITY upon written request. If GENERAL CONTRACTOR fails to respond within the specified time, the CITY's original notice shall be deemed final. If GENERAL CONTRACTOR responds to CITY's notice, CITY will furnish GENERAL CONTRACTOR a final decision in writing within five (5) days of completing any investigation.

H. Missouri Secretary of State Business Entity Registration. DESIGN-BUILDER shall obtain, from all Subcontractors and Sub-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. DESIGN-BUILDER shall retain such documents in its files and shall make them available to CITY within ten (10) days after written request.

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

J. 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.

K. Open Excavations. DESIGN-BUILDER shall comply, and shall cause each of its Subcontractors to comply, with Legal Requirements and with the following specific requirements relating to open excavations; provided, however, that inclusion of these

requirements in the Contract Documents shall in no event result in CITY's responsibility or liability for any safety programs or precautions in connection with the Work, the Site, or the Project, as such responsibility and liability are exclusively those of DESIGN-BUILDER.

1. Protecting Excavations. DESIGN-BUILDER shall restore all 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 DESIGN-BUILDER, 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 leaves any part or portion thereof open, DESIGN-BUILDER shall provide effective protection for the public.

2. Securing Excavations. DESIGN-BUILDER 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. DESIGN-BUILDER shall protect and secure all unsupervised excavations that are not within roadways, either by covering or fencing, in compliance with the following:

a. Covering. A protective cover that can sustain the weight of persons or objects 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 or allow 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 that is 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.

c. Inspections. 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.

L. Notification of Utilities. DESIGN-BUILDER shall adhere to the provisions of Sections 319.010 et seq., RSMo, which provide 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 may do so only after giving notice to, and obtaining information from, owners of Underground Facilities. Missouri's 24-hour toll-free accident-prevention hotline number is 1-800-344-7483 (1-800-DIG-RITE).

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

N. Clean Air Act and Clean Water Act. DESIGN-BUILDER 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).

O. OSHA 10-Hour Training Requirement. DESIGN-BUILDER 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. DESIGN-BUILDER 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. DESIGN-BUILDER 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 DESIGN-BUILDER.

P. Affirmative Action. If the Contract Price exceeds \$300,000.00 and DESIGN-BUILDER employs fifty (50) or more people, DESIGN-BUILDER shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto. DESIGN-BUILDER 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 38 of City's Code.

DESIGN-BUILDER shall:

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

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

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

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If DESIGN-BUILDER fails, refuses or neglects to comply with the provisions of Chapter 38 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 DESIGN-BUILDER 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.

Q. Contract Information Management System. If applicable, DESIGN-BUILDER shall comply with CITY's Contract Information Management System requirements. DESIGN-BUILDER 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. DESIGN-BUILDER 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.

6.09 Government Approvals and Permits

A. DESIGN-BUILDER's Responsibility. DESIGN-BUILDER, at its own expense, shall secure all occupational and professional licenses; shall pay all Code application costs, Code review costs, governmental charges, and inspection fees; and shall secure from public or private sources or from any government or quasi-government entity having jurisdiction over the Project all necessary permits, approvals, and licenses required for the prosecution of the Work and necessary for the fulfillment of DESIGN-BUILDER's obligations under the Contract Documents.

B. DESIGN-BUILDER, 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. DESIGN-BUILDER 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, DESIGN-BUILDER shall also provide record access to Missouri Department of Natural Resources (MDNR).

5. No additional Contract time will be granted to obtain approvals or permits or for coordination with that agency

C. Subcontractors' Licenses. Before Subcontractors begin Work at the Site, DESIGN-BUILDER shall obtain copies of all licenses required of such Subcontractors by these Contract Documents. DESIGN-BUILDER shall retain such evidence in its files and make it available to CITY within ten (10) days after written request.

D. No Release from Responsibility. No review, inspection, or approval of any of the Work by any government or quasi-government entity having jurisdiction over the Project shall relieve DESIGN-BUILDER of its exclusive responsibility and liability for the performance of its obligations in accordance with the Contract Documents and Legal Requirements.

6.10 Construction Phase Services

A. DESIGN-BUILDER's Responsibility. Unless otherwise provided in the Contract Documents to be the responsibility of CITY or a separate contractor under CITY's control, DESIGN-BUILDER shall provide through itself or its Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, other temporary facilities, and all other items or services necessary to permit DESIGN-BUILDER to perform and complete the construction of the Project consistent with the Contract Documents and Legal Requirements.

B. DESIGN-BUILDER's Skill and Control. DESIGN-BUILDER shall perform all construction activities efficiently, in a workmanlike manner, and with the requisite expertise, skill, and competence to satisfy the Contract Documents and Legal Requirements. DESIGN-BUILDER shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction, and all safety precautions and programs in connection with the performance of the Work.

C. Uncovering Work

1. Work Covered Improperly. If any Work (or the work of others at the Site) is covered contrary to the written request of CITY, DESIGN-BUILDER must uncover it at CITY's request for CITY's observation and replace it at DESIGN-BUILDER's expense.

2. Work Covered Properly. If CITY considers it necessary or advisable that covered Work be observed by CITY or be inspected or tested by others, DESIGN-BUILDER, 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.

a. Defective Work. If it is found that such Work is defective, DESIGN-BUILDER shall pay all costs, losses, and damages (including, but not limited to, all fees and charges of contractors, engineers, architects, attorneys, and other professionals and all court 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.

b. Non-Defective Work. If, however, such Work is not found to be defective, DESIGN-BUILDER shall be allowed an increase in the Contract Price or an extension of the Contract Time(s) (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, DESIGN-BUILDER may make a Claim therefore.

D. Subcontractors

1. CITY's Approval. DESIGN-BUILDER shall engage only Subcontractors and Sub-subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents and Legal Requirements. Upon execution of the Contract and at such later times as CITY may request, DESIGN-BUILDER shall furnish, in writing, information about DESIGN-BUILDER's proposed Subcontractors and Sub-subcontractors. CITY shall promptly provide in writing any reasonable objections it may have to any such Subcontractor or Sub-subcontractor, in which case DESIGN-BUILDER shall submit an acceptable replacement. DESIGN-BUILDER shall not contract with any Subcontractor or Sub-subcontractor to which CITY objects, provided that the Contract Price and/or Contract Time(s) shall be equitably adjusted to the extent CITY's objection actually impacts DESIGN-BUILDER's cost and/or time of performance. DESIGN-BUILDER shall not be required to contract with any Subcontractor or Sub-Subcontractor against whom DESIGN-BUILDER has reasonable objection. CITY's consent or failure to object to any Subcontractor or Sub-subcontractor shall neither constitute any waiver by CITY of any of its rights and remedies under the Contract Documents or Legal Requirements, nor relieve DESIGN-BUILDER of any of its duties, obligations, liabilities, or warranties under the Contract Documents or Legal Requirements.

2. DESIGN-BUILDER's Subcontractors. DESIGN-BUILDER acknowledges its responsibility to CITY for the proper performance of the Work by DESIGN-BUILDER's Subcontractors and Sub-subcontractors and its responsibility for any of their acts or omissions in connection with the Work, and acknowledges that such subcontracting shall in no way relieve DESIGN-BUILDER of its obligations and liabilities under the Contract Documents and Legal Requirements.

3. Written Agreements. All Work performed by any Subcontractor or Sub-Subcontractor shall be pursuant to a written agreement or purchase order that specifically binds such Subcontractor or Sub-Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY, and that affords to DESIGN-BUILDER the same rights against such Subcontractors and Sub-subcontractors as the Contract Documents afford to CITY against DESIGN-BUILDER. Nothing in the Contract Documents is intended or shall be construed to create any legal or contractual relationship between CITY and any Subcontractor or Sub-Subcontractor, nor to confer any benefit from CITY upon any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights, and a provision to such effect shall be inserted into all subcontracts and purchase orders between DESIGN-BUILDER and its Subcontractors and Sub-subcontractors.

4. Contingent Assignment. Each agreement and purchase order referenced in Section 6.10.D.3 above shall include an express assignment to CITY upon the conditions that (1) such assignment is effective only in the event of CITY's termination of the Contract for cause pursuant to Section 12.3 of these General Conditions of Contract, (2) such assignment is effective only with respect to those agreements and purchase orders CITY accepts in writing, and (3) such assignment is subject to any prior rights of the surety obligated under the Bonds.

E. Coordination

1. DESIGN-BUILDER's Forces. DESIGN-BUILDER shall coordinate the activities of the DOR, the GC, all Design Subconsultants, all Subcontractors, and all Sub-subcontractors with respect to the Work. Such coordination shall include, but not be limited to, jobsite meetings involving all such Project participants, at dates and times mutually agreed upon in advance with CITY's Representative.

2. CITY's Forces. If CITY performs any work on the Project or at the Site with CITY's own forces or with separate contractors under CITY's control, DESIGN-BUILDER shall reasonably cooperate and coordinate its activities with those of such separate forces or contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption, delay, or damage to any party.

F. Supervision and Superintendence

1. DESIGN-BUILDER 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.

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

G. Services, Working Hours, Labor, Materials, and Equipment

1. DESIGN-BUILDER shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. DESIGN-BUILDER 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. CITY's prior written approval shall be required in the event DESIGN-BUILDER intends to perform Work at the Site outside regular working hours.

2. Unless otherwise specified in the Contract Documents, DESIGN-BUILDER 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.

3. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees shall expressly run to the benefit of CITY. If required by CITY, DESIGN-BUILDER 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 the manufacturer's instructions except as may be otherwise provided in the Contract Documents.

H. Use of Site and Other Areas

1. DESIGN-BUILDER shall confine its 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 Legal Requirements. DESIGN-BUILDER shall not unreasonably encumber the Site and the other areas with construction equipment or other materials or equipment. DESIGN-BUILDER shall assume full responsibility for any damage to the Site or the other areas, or to the owner(s) or occupant(s) thereof, or of any adjacent land or areas, resulting from the performance of the Work.

2. Should any claim be made by any such owner(s) or occupant(s) because of the performance of the Work, DESIGN-BUILDER shall promptly resolve such claim. In case of a failure on the part of DESIGN-BUILDER to restore such property or to make good such damage or injuries, CITY may, upon forty-eight (48) hours' written notice to DESIGN-BUILDER, repair, rebuild, or otherwise restore such property as CITY may deem necessary, and the cost thereof will be deducted from any moneys due or which may become due to DESIGN-BUILDER under this Contract.

3. DESIGN-BUILDER shall, to the fullest extent permitted by Legal Requirements, defend, indemnify, and hold harmless CITY, its Consultant(s), and its or their officials, officers, directors, employees, and agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of contractors, engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner(s) or occupant(s) against CITY or any other party indemnified hereunder to the extent caused by or based upon DESIGN-BUILDER's performance of the Work.

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

DESIGN-BUILDER shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall DESIGN-BUILDER subject any part of the Site, the Work or adjacent property to stresses

or pressures that will endanger it or them.

I. Emergencies

1. In the event of emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, DESIGN-BUILDER, without special instruction or authorization from CITY, is obligated to act to prevent threatened damage, injury, or loss. DESIGN-BUILDER shall give prompt written notice to CITY if DESIGN-BUILDER 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 DESIGN-BUILDER in response to an emergency, a Work Change Directive or Change Order will be issued.

2. A change in the Contract Documents pursuant to Section 6.10.I will not be an automatic authorization of, nor a condition precedent to, entitlement to adjustment to the Contract Price and/or Contract Time(s). If CITY and DESIGN-BUILDER are unable to agree on entitlement to, or magnitude of, an equitable adjustment to the Contract Price and/or Contract Time(s), a Claim may be made therefore. However, neither CITY nor its Consultant(s) shall be liable to DESIGN-BUILDER for any costs, losses, or damages (including but not limited to all fees and charges of contractors, engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) sustained by DESIGN-BUILDER on or in connection with any other project or anticipated project.

J. Access to the Work

1. CITY, its Consultant(s), other CITY representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and Work at reasonable times for their observation, inspection, and testing of the Work. DESIGN-BUILDER shall afford proper and safe conditions for such access and shall advise of DESIGN-BUILDER's Site safety procedures and programs so that such persons and entities may comport themselves therewith as may be applicable.

K. Tests and Inspections

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

2. If any Work (or the work of others at the Site) that is to be inspected, tested, or approved is covered by DESIGN-BUILDER without written approval required by Sections 6.10.K.4 or 6.10.A, it must, if requested by CITY's Representative, be uncovered for observation.

3. Uncovering Work as provided in Section 6.10.K.2 shall be at DESIGN-BUILDER's expense unless DESIGN-BUILDER gave timely notice to CITY's Representative of DESIGN-BUILDER's intention to cover the same and CITY's Representative failed to act with reasonable promptness in response to such notice.

4. If Legal Requirements 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, DESIGN-BUILDER shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the required certificates of inspection or approval to CITY's Representative.

5. DESIGN-BUILDER shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for CITY'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 DESIGN-BUILDER's purchase thereof for incorporation into the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to CITY.

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

- a. for inspections, tests or approvals covered by Sections 6.10.K.4 and 6.10.K.5;
- b. that costs incurred in connection with tests or inspections conducted pursuant to Section 6.10.K.2 shall be paid as provided in Section 6.10.K.3; and
- c. as otherwise specifically provided in the Contract Documents.

L. Clean Up

1. General. DESIGN-BUILDER shall keep the Site, including adjacent land areas and roads, reasonably free from debris, trash, mud, and construction wastes to permit DESIGN-BUILDER to perform its construction services efficiently and safely, and without interfering with the use of adjacent land areas and roads.

2. Regular Clean-Up Required. On a regular basis agreeable to CITY, DESIGN-BUILDER shall remove from CITY's property and from adjacent land areas and roads, and shall legally dispose of, all waste, trash, mud, and debris generated as a result of the Work performed under this Contract.

3. Disposal Records. DESIGN-BUILDER shall maintain written records of disposal methods and disposal sites, including, without limitation, copies of dump receipts or other forms provided by licensed landfills or agreements with property owners on whose property such waste materials are placed. DESIGN-BUILDER shall make such disposal records available to CITY within ten (10) working days from the date of CITY's written request therefore.

4. Substantial Completion. Upon Substantial Completion of the Work, or a portion of the Work, DESIGN-BUILDER shall remove all debris, trash, mud, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof and shall leave the area "broom clean," to permit CITY to use or occupy the Project or a portion of the Project for its intended use.

5. CITY's Right to Clean Up. If DESIGN-BUILDER fails to provide the clean-up

of the Site as required by this Section 6.10.L, CITY, in its sole option, may have the required clean-up performed. All costs, losses, and damages (including but not limited to all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) caused by or resulting from such clean-up or other costs, losses, and damages incurred or sustained by CITY in exercising such rights and remedies will be charged against DESIGN-BUILDER.

6.11 DESIGN-BUILDER's Responsibility for Project Safety

A. Exclusive Responsibility. DESIGN-BUILDER recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury, or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. DESIGN-BUILDER assumes complete and exclusive responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. DESIGN-BUILDER's Safety Officer identified in the Technical Approach Submittal of DESIGN-BUILDER's Bid shall supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, DESIGN-BUILDER's Safety Officer shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Officer shall make routine daily inspections of the Site and shall hold weekly safety meetings with DESIGN-BUILDER's personnel, Subcontractors, and others as applicable. CITY may attend such meetings in its sole discretion, but CITY shall have no obligation to do so, and no responsibility or liability shall be imposed upon CITY for its attendance or failure to attend such meetings.

B. Accident Reporting. DESIGN-BUILDER and Subcontractors shall comply with Legal Requirements relating to safety, as well as any CITY-specific safety requirements set forth in the Contract Documents provided that such CITY-specific requirements do not violate any applicable Legal Requirements. DESIGN-BUILDER will immediately report in writing to CITY's Representative any safety-related injury, loss, damage, or accident arising from the Work and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

C. Subcontractors' Responsibility. DESIGN-BUILDER's responsibility for safety under this Section 6.9 and the Contract Documents and Legal Requirements is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages, or accidents resulting from their performance of the Work.

6.12 DESIGN-BUILDER's Warranty

A. DESIGN-BUILDER warrants to CITY that the Work, including all workmanship, materials, and equipment furnished as part of the Work, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, and free of defects in materials and workmanship. DESIGN-BUILDER's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain

the Work by persons other than DESIGN-BUILDER or anyone for whose acts DESIGN-BUILDER may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty providing CITY with greater warranty rights than set forth in this Section 6.10 or the Contract Documents. Upon Substantial Completion, DESIGN-BUILDER will provide CITY with all manufacturers' and products warranties associated with the Work, and shall provide assignments of such warranties to CITY if necessary.

6.13 DESIGN-BUILDER's Correction of Defective Work

A. One-Year Correction Period. If, (i) during the course of DESIGN-BUILDER's performance of its obligations under the Contract Documents; or (ii) within one (1) year after the date of Substantial Completion, or (iii) within such longer period of time as may be prescribed by Legal Requirements, 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 Site or other areas made available for DESIGN-BUILDER's use by CITY or permitted by Legal Requirements as contemplated in Section 6.08 is found to be defective, CITY shall give written notice thereof to DESIGN-BUILDER. Within seven (7) days after the date of CITY's written notice, DESIGN-BUILDER shall, without cost to CITY and in accordance with CITY's written instructions, complete the following corrective Work or, if such corrective Work cannot be completed within seven (7) days, DESIGN-BUILDER shall reasonably commence to perform, and shall complete within a reasonable time thereafter, the following corrective Work:

1. Correct the repair of damages to the Site or other 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.

B. Early Use of Equipment. In special circumstances where a particular item of equipment is placed into continuous service before Substantial Completion of all of the Work, the correction period for that item may start to run from an earlier date if so provided in the Contract Documents.

C. Additional One-Year Correction Period. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Section 6.13, the correction period with respect to such corrected or replaced Work will be extended for an additional period of one (1) year, or such longer period of time as may be prescribed within Section 6.13.A, after such correction or removal and replacement has been satisfactorily completed.

6.14 CITY's Acceptance of Defective Work

A. CITY's Sole Option. If, instead of requiring correction or removal and replacement of defective Work, CITY prefers to accept such defective Work, CITY may do so, in its sole discretion.

B. DESIGN-BUILDER's Costs. In the event CITY decides to accept such defective Work, DESIGN-BUILDER shall pay all costs, losses, and damages (including, but not limited to, all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) attributable to CITY's evaluation of and determination to accept such defective Work, and in addition

DESIGN-BUILDER shall pay CITY for the diminished value of the Work.

C. Deductive Change Order. If any such acceptance occurs prior to 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.

D. Payment by DESIGN-BUILDER. If the acceptance of defective Work occurs after final payment, DESIGN-BUILDER shall pay the appropriate amount to CITY.

6.15 CITY's Correction of Defective Work

A. CITY's Right to Correct Work. If DESIGN-BUILDER fails, within the time period set forth in Section 6.13. above after written notice from CITY, to correct, or commence to correct, defective Work or to remove and replace, or commence to remove and replace, rejected Work as required by CITY, or if DESIGN-BUILDER fails to perform the Work in accordance with the Contract Documents and Legal Requirements, or if DESIGN-BUILDER fails to comply with any other provision of the Contract Documents or Legal Requirements, or in the event of an emergency where delay by DESIGN-BUILDER would cause serious risk of loss or damage, CITY, in its sole option, may have the defective Work corrected or the rejected Work removed and replaced.

B. CITY's Right to Take Possession. In connection with such corrective and remedial action, CITY may exclude DESIGN-BUILDER from all or part of the Site; take possession of all or part of the Work and suspend DESIGN-BUILDER's services related thereto; take possession of DESIGN-BUILDER'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 DESIGN-BUILDER but which are stored elsewhere. DESIGN-BUILDER shall allow CITY, its Consultants, CITY's other contractors, and its or their agents and employees, access to the Site to enable CITY to exercise the rights and remedies under this Section 6.13.

C. DESIGN-BUILDER's Costs. All costs, losses, and damages (including but not limited to all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court 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 destroyed or damaged by the correction, removal, and replacement of such defective or rejected Work) or other costs, losses, and damages incurred or sustained by CITY in exercising such rights and remedies will be charged against DESIGN-BUILDER.

D. Deductive Change Order. If such removal and replacement occurs prior to final payment, a Change Order will be issued 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.

E. Payment by DESIGN-BUILDER. If such removal and replacement occurs after final payment, DESIGN-BUILDER shall pay the appropriate amount to CITY.

6.16 No Time Extension

A. DESIGN-BUILDER shall not be allowed an extension of the Contract Time(s) (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 Sections 6.13, 6.14, and/or 6.15.

6.17. No Effect on Legal Requirements

A. The one-year period referenced in Section 6.13 applies only to DESIGN-BUILDER's obligation to correct defective or nonconforming Work, and such obligations are in addition to any other obligation or warranty imposed under the Contract Documents, Legal Requirements, or applicable law.

B. The provisions of Section 6.13 shall not be construed as a substitute for or waiver of the provisions of any applicable statute of limitations or repose, and the time period set forth in Section 6.13 does not constitute a period of limitations or repose for any other rights or remedies CITY may have under the Contract Documents, Legal Requirements, or applicable law with respect to enforcement of DESIGN-BUILDER's obligations.

6.18 Indemnification

A. For purposes of this Paragraph 6.18 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. DESIGN BUILDER'S Agents means DESIGN BUILDER's officers, employees, subconsultants, 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. DESIGN BUILDER'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 DESIGN BUILDER is required to procure and maintain under this Contract. DESIGN BUILDER affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. DESIGN BUILDER 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 DESIGN BUILDER or DESIGN BUILDER'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 DESIGN BUILDER, 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 6.18 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 DESIGN BUILDER 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 DESIGN BUILDER under Paragraph 6.18 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.

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 DESIGN-BUILDER prior to starting any such other work, and
2. DESIGN-BUILDER may make a Claim therefore as provided in Article 15 if DESIGN-BUILDER believes that such performance involves additional expense to DESIGN-BUILDER or requires additional time and the parties are unable to agree as to the amount or extent thereof.

B. DESIGN-BUILDER 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, DESIGN-BUILDER 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. DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER in said direct contracts between CITY and such utility owners and other contractors.

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

A. CITY shall, throughout the performance of the Work, cooperate with DESIGN-BUILDER and perform CITY's responsibilities, obligations, and services in a reasonably timely manner to facilitate DESIGN-BUILDER's timely and efficient performance of the Work and so as not to unreasonably delay or interfere with DESIGN-BUILDER's performance of its obligations under the Contract Documents.

B. CITY shall provide DESIGN-BUILDER access to the Site, and CITY shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the reasonable turnaround times set forth in DESIGN-BUILDER's schedule approved in writing by CITY as referenced in Section 2.5 of these General Conditions of Contract.

8.02 Furnishing of Services and Information

A. Unless stated to the contrary in the Contract Documents (including, without limitation, Article 4 hereof), CITY shall provide, at its own cost and expense, for DESIGN-BUILDER's information and use, the following, upon which DESIGN-BUILDER is entitled to rely in performing the Work unless otherwise stated in the information provided or in the Supplementary Conditions:

1. To the extent available, surveys describing the property, boundaries, topography, and reference points for use during construction, including existing service and utility lines;
2. Temporary and permanent easements, zoning, and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project and enable DESIGN-BUILDER to perform the Work;
3. A legal description of the Site;
4. To the extent available, as-built and record drawings of any existing structures at the Site.

B. CITY is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable DESIGN-BUILDER to perform the Work. CITY is further responsible for all costs, including attorneys' fees, incurred in securing such agreements.

8.03 CITY's Representative

A. CITY's Representative shall be responsible for providing CITY-supplied information and approvals in a reasonably timely manner to permit DESIGN-BUILDER to fulfill its obligations under the Contract Documents. CITY's Representative shall also provide DESIGN-BUILDER with prompt notice if CITY's Representative observes any material failure on the part of DESIGN-BUILDER to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work.

8.04 CITY's Separate Contractors

A. CITY is responsible for all work performed on the Project or at the Site by

separate contractors under CITY's control (including, without limitation, separate architects and engineers CITY has engaged for the Project). CITY shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, DESIGN-BUILDER in order to enable DESIGN-BUILDER to timely complete the Work consistent with the Contract Documents.

ARTICLE 9 CHANGES IN THE WORK

9.01 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, DESIGN-BUILDER shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents.

B. If CITY and DESIGN-BUILDER 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 10 or an adjustment of the Contract Times pursuant to Article 11 or both that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Article 15.

9.02 Unauthorized Changes in the Work

A. DESIGN-BUILDER 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, except in the case of an emergency or in the case of uncovering Work.

9.03 Signing of Change Orders

A. CITY and DESIGN-BUILDER, shall sign appropriate Change Orders covering:

1. changes in the Work which are:

- a. ordered by CITY or
- b. required because of acceptance of defective Work or correcting defective Work.; 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 approved by CITY, 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, DESIGN-BUILDER shall carry on the Work and adhere to the progress schedule..

9.04 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 DESIGN-BUILDER's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 10 CHANGE OF CONTRACT PRICE

10.01 Change of Contract Price

A. The Contract Price constitutes the total compensation payable to DESIGN-BUILDER for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by DESIGN-BUILDER shall be at DESIGN-BUILDER'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 DESIGN-BUILDER 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 DESIGN-BUILDER 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 10.04); 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 10.01 C.2, on the basis of the Cost of the Work (determined as provided in Paragraphs 10.02 A and B) plus a DESIGN-BUILDER's fee for overhead and profit (determined as provided in Paragraph 10.01 D).

D. The DESIGN-BUILDER's fee allowed to DESIGN-BUILDER 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 10.02 A.1 and 10.02 A.2, the DESIGN-BUILDER's fee shall be ten percent (10%);
 - b. for costs incurred under Paragraph 10.02 A.3, the DESIGN-BUILDER'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 10.01 D.2 and 10.02 A.1 through A.3 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be a paid a fee of ten

percent (10%) of the costs incurred by such Subcontractor under Paragraphs 10.02 A.1 and 10.02 A.2 and that any higher tier Subcontractor and DESIGN-BUILDER 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 10.02 A.4, 10.02 A.5 and 10.02 B;

e. the amount of credit to be allowed by DESIGN-BUILDER 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 DESIGN-BUILDER'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 DESIGN-BUILDER's fee shall be computed on the basis of the net change in accordance with Paragraphs 10.01 D.2.a through 10.01 D.2.e, inclusive.

E. Whenever the Cost of the Work is to be determined pursuant to Paragraphs 10.02 A and B, DESIGN-BUILDER 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.

10.02 Cost of the Work

A. The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by DESIGN-BUILDER 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 DESIGN-BUILDER 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 10.02 B:

1. Payroll costs for employees in the direct employ of DESIGN-BUILDER in the performance of the Work, using occupational titles and job classifications agreed upon by CITY and DESIGN-BUILDER. 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 DESIGN-BUILDER unless CITY deposits funds with DESIGN-BUILDER 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 DESIGN-BUILDER shall make provisions so that they may be obtained.

3. Payments made by DESIGN-BUILDER to Subcontractors for Work performed or furnished by Subcontractors. If required by CITY, DESIGN-BUILDER shall obtain competitive bids from Subcontractors acceptable to OWNER and DESIGN-BUILDER and shall deliver such bids to CITY who will then determine, with the advice of CITY, 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 DESIGN-BUILDER's Cost of the Work and fee as provided in Paragraphs 10.01 D and E and 10.02 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 DESIGN-BUILDER'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 DESIGN-BUILDER.

c. Rentals of all construction equipment and machinery and the parts thereof whether rented from DESIGN-BUILDER or others in accordance with rental agreements approved by CITY, 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 DESIGN-BUILDER is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of DESIGN-BUILDER, 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 DESIGN-BUILDER 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 DESIGN-BUILDER, 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 DESIGN-BUILDER's fee. If, however, any such loss or damage requires reconstruction and DESIGN-BUILDER is placed in charge thereof, DESIGN-BUILDER shall be paid for those services a fee proportionate to that stated in Paragraph 10.01 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 DESIGN-BUILDER'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 DESIGN-BUILDER whether at the Site or in DESIGN-BUILDER'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 10.02 A.1 or specifically covered by Paragraph 10.02 A.4), all of which are to be considered administrative costs covered by the DESIGN-BUILDER's fee.

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

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

4. Costs due to the negligence of DESIGN-BUILDER, 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 10.02 A.

10.03 Cash Allowances

A. It is understood that DESIGN-BUILDER 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. DESIGN-BUILDER agrees that:

1. the allowances include the cost to DESIGN-BUILDER (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. DESIGN-BUILDER'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 DESIGN-BUILDER on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.04 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.

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

C. CITY or DESIGN-BUILDER 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 DESIGN-BUILDER 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. DESIGN-BUILDER believes that DESIGN-BUILDER 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.

10.05 Dispute Resolution

A. If CITY and DESIGN-BUILDER are unable to agree on entitlement to, or magnitude of, an equitable adjustment in the Contract Price in accordance with Article 10 within fourteen (14) calendar days from the receipt of supporting documentation of the request pursuant to 10.01.B., unless the CITY grants an extension based on good cause shown by the DESIGN-BUILDER that such additional time is warranted, then a Claim for such adjustment may be made pursuant to Article 15.

ARTICLE 11 CONTRACT TIMES

11.01 Time of the Essence

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

11.02 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 DESIGN-BUILDER 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 DESIGN-BUILDER that such additional time is warranted.

11.03 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, DESIGN-BUILDER must demonstrate to the reasonable satisfaction of the CITY that the critical path of the approved baseline project schedule was delayed. DESIGN-BUILDER 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 DESIGN-BUILDER was not at fault; and
6. other reasonable grounds as determined by the CITY in its sole discretion.

B. DESIGN-BUILDER 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. DESIGN-BUILDER 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 DESIGN-BUILDER 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.

11.04 Delays Within DESIGN-BUILDER's Control

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

11.05 Delays Beyond the CITY's and DESIGN-BUILDER's Control

A. Where DESIGN-BUILDER 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 DESIGN-BUILDER, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be DESIGN-BUILDER's sole and exclusive remedy for such delay.

11.06 Delay Damages

A. In no event shall CITY be liable to DESIGN-BUILDER, 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 DESIGN-BUILDER, or
2. delays beyond the control of CITY or DESIGN-BUILDER 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 11.06 bars a change in Contract Price pursuant to this Article 11 to compensate DESIGN-BUILDER due to delay, interference, or disruption directly attributable to actions or inaction of CITY, CITY's Consultant or anyone for whom CITY, or CITY's Consultant is responsible.

11.07 Dispute Resolution

A. If CITY and DESIGN-BUILDER are unable to agree on entitlement to, or magnitude of, an equitable adjustment in the Contract Time in accordance with Article 11 within fourteen (14) calendar days from the receipt of supporting documentation of the request pursuant to 11.02, unless the CITY grants an extension based on good cause shown by the DESIGN-BUILDER that such additional time is warranted, then a Claim for such adjustment may be made pursuant to Article 15.

ARTICLE 12 TESTS AND INSPECTIONS;

CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.01 Access to Work

A. CITY, CITY's 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. DESIGN-BUILDER shall provide them proper and safe conditions for such access and advise them of DESIGN-BUILDER's Site safety procedures and programs so that they may comply therewith as applicable.

12.02 Tests and Inspections

A. DESIGN-BUILDER shall give CITY 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 DESIGN-BUILDER without written approval required by Paragraphs 12.02 D or 12.02 E, it must, if requested by CITY's Representative, be uncovered for observation.

C. Uncovering Work as provided in Paragraph 12.02 B, shall be at DESIGN-BUILDER's expense unless DESIGN-BUILDER has given CITY and CITY's Representative timely notice of DESIGN-BUILDER's intention to cover the same and CITY 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, DESIGN-BUILDER shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish CITY and CITY's Representative the required certificates of inspection or approval.

E. DESIGN-BUILDER 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 CITY'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 DESIGN-BUILDER's purchase thereof for incorporation into the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to CITY.

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 12.02 D and E;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 12.04 B shall be paid as provided in said Paragraph 12.04 B; and
3. as otherwise specifically provided in the Contract Documents.

12.03 Notice of Defects

A. Prompt notice of all defective Work of which the CITY has actual knowledge will be given to DESIGN-BUILDER. Defective Work may be rejected, corrected or accepted as provided in this Article 12.

12.04 Uncovering Work

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

B. If CITY considers it necessary or advisable that covered Work be observed by CITY or CITY's Representative or be inspected or tested by others, DESIGN-BUILDER, 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, DESIGN-BUILDER 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 15. If, however, such Work is not found to be defective, DESIGN-BUILDER 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, DESIGN-BUILDER may make a Claim therefore as provided in Article 15.

12.05 CITY May Stop the Work

A. If the Work is defective, or DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER, any SubDESIGN-BUILDER, Supplier, other individual or entity or any surety or employee or agent of any of them.

12.06 Correction or Removal of Defective Work

A. If required by CITY, DESIGN-BUILDER 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 CITY or CITY's Representative, remove it and replace it with Work that is not defective. DESIGN-BUILDER 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).

12.07 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 DESIGN-BUILDER's use by CITY or permitted by Laws and Regulations as contemplated in Paragraph 6.10 is found to be defective, DESIGN-BUILDER 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 DESIGN-BUILDER does not promptly comply with the terms of such instructions, or in the event of an emergency where delay by DESIGN-BUILDER 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 DESIGN-BUILDER.

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 12.07, 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 12.07 A, after such correction or removal and replacement has been satisfactorily completed.

D. DESIGN-BUILDER's obligations under this Paragraph 12.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 12.07 shall not be construed as a substitute for or waiver of the provisions of any applicable statute of limitation or repose.

12.08 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. DESIGN-BUILDER 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 CITY'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 15. If the acceptance of defective Work occurs after such recommendation, an appropriate amount shall be paid by DESIGN-BUILDER to CITY.

12.09 CITY May Correct Defective Work

A. If DESIGN-BUILDER fails within a reasonable time after written notice from CITY or CITY's Representative to correct defective Work or to remove and replace rejected Work as required by CITY in accordance with Paragraph 12.06, or if DESIGN-BUILDER fails to perform the Work in accordance with the Contract Documents, or if DESIGN-BUILDER fails to comply with any other provision of the Contract Documents, CITY may, after seven (7) days written notice to DESIGN-BUILDER, correct and remedy any such deficiency.

B. CITY shall proceed expeditiously when exercising the rights and remedies under this Paragraph 12.09. In connection with such corrective and remedial action, CITY may exclude DESIGN-BUILDER from all or part of the Site; take possession of all or part of the Work and suspend DESIGN-BUILDER's services related thereto; take possession of DESIGN-BUILDER'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 DESIGN-BUILDER but which are stored elsewhere. DESIGN-BUILDER shall allow CITY, CITY's Representative, agents and employees, CITY's other contractors, CITY and Consultants access to the Site to enable CITY to exercise the rights and remedies under this Paragraph 12.09.

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 DESIGN-BUILDER 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 DESIGN-BUILDER are unable to agree as to the amount thereof, CITY may make a Claim therefore as provided in Article 15. 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 DESIGN-BUILDER's defective or rejected Work.

D. DESIGN-BUILDER 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 12.06 and 12.09.

ARTICLE 13 PAYMENTS TO DESIGN-BUILDER AND COMPLETION

13.01 Schedule of Values

A. Pursuant to Paragraph 2.06.A.3, DESIGN-BUILDER shall submit to CITY a Schedule of Values allocating the Contract Price among the various elements of the construction portion of the Work. The Schedule of Values shall be prepared on CITY's form, with such detail and supported by such data and documentation as CITY may require. The Schedule of Values shall be used as a guideline for CITY's review of DESIGN-BUILDER's Applications for Payment for the construction portion of the Work.

13.02 Monthly Progress Payments

A. On or before the date established in the Contract Documents, DESIGN-BUILDER shall submit, for CITY's review and approval, DESIGN-BUILDER's Application for Payment, on CITY's form, requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be complete and accurate and accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting contemplated by Section 6.01.B of these General Conditions of Contract, including, without limitation, certified payrolls in form and substance acceptable to CITY. CITY shall have the right to review all design services and construction services, performed at the Site or elsewhere, to determine whether the quantity and quality of labor, services, equipment, and materials are as required by the Contract Documents and as represented in the Application for Payment.

B. 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 claims, 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.

C. The Application for Payment shall constitute DESIGN-BUILDER's representation that the Work has been performed consistent with the Contract Documents and Legal Requirements, has progressed to the Design Milestone or portion of the Schedule of Values indicated in the Application for Payment, and that title to all Work will pass to CITY free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon DESIGN-BUILDER's receipt of payment under the Application for Payment for that portion of the Work, whichever occurs earlier.

13.03 Payment; Withholding of Payment

A. On or before the date established in the Contract Documents, CITY shall pay DESIGN-BUILDER all amounts properly due under the Application for Payment. No payment to DESIGN-BUILDER by CITY, nor any use or occupancy of the Project or any part thereof by CITY, shall be interpreted or construed to constitute CITY's acceptance of any Work not in conformance with the Contract Documents or Legal Requirements, and shall not be held to prevent the maintenance of an action on DESIGN-BUILDER's Bonds or insurance, or against DESIGN-BUILDER directly, for failure to perform said Work in conformance with the Contract Documents and Legal Requirements. DESIGN-BUILDER expressly accepts the risk that defective Work may not be detected (1) during any review by CITY, (2) prior to CITY making any payment to DESIGN-BUILDER, or (3) prior to CITY's occupancy of the Project or any part thereof.

B. If CITY determines that DESIGN-BUILDER is not entitled to payment for all or part of an Application for Payment, CITY will notify DESIGN-BUILDER in writing. The notice shall indicate the specific amounts withheld, the reasons and contractual basis for the withholding, and the specific measures DESIGN-BUILDER must take to rectify CITY's concerns. Such reasons for withholding payment under an interim Application for Payment or under the Application for Final Payment shall include, but not be limited to, the following acts or omissions: (i) the assessment of liquidated damages; (ii) unsatisfactory Project progress; (iii) defective design or construction Work or materials not remedied; (iv) disputed Work; (v) failure to comply with any material provision of the Contract Documents or Legal Requirements; (vi) third party claims filed or reasonable evidence that a claim will be filed; (vii) failure to make timely payments for labor, services, equipment, or materials; (viii) damage to CITY's separate contractor, or to a Design Subconsultant, Subcontractor, or Sub-subcontractor, (ix) reasonable evidence that a Design Subconsultant, a Subcontractor, or a Sub-subcontractor cannot be fully compensated under its contract with the DESIGN-BUILDER; (x) evidence that the remaining portion of the Work cannot be completed in accordance with the Contract Documents and Legal Requirements for the unpaid balance of the Contract Price, (xi) overstatement of amounts included in any Application for Payment, (xii) losses caused by DESIGN-BUILDER, (xiii) DESIGN-BUILDER's failure or refusal to perform any of its obligations to CITY, (xiv) citation by any enforcing authority for acts or omissions of the DESIGN-BUILDER which do not comply with the Contract Documents and/or which result in a violation of any Legal Requirements, or (xv) any other reason listed in the Prompt Pay Act. In the event an insufficient amount is due to DESIGN-BUILDER under the current Application for Payment, CITY may make written demand for the return of an amount believed by CITY to be adequate to cover CITY's potential liabilities and damages arising from DESIGN-BUILDER's specified act or omission, and DESIGN-BUILDER shall promptly comply with such demand. DESIGN-BUILDER and CITY will

attempt to resolve CITY's concerns prior to the date payment is due.

C. CITY shall pay DESIGN-BUILDER all undisputed amounts in an Application for Payment within the times required by the Contract Documents and applicable law, including the Prompt Pay Act.

13.04 DESIGN-BUILDER's Payment Obligations

A. In accordance with its contractual obligations to such parties and in conformance with Missouri law, including, without limitation, the Prompt Pay Act, DESIGN-BUILDER will pay to Design Consultants and Subcontractors all amounts received by DESIGN-BUILDER from CITY on account of their services and work. DESIGN-BUILDER will impose similar requirements on its Design Subconsultants and Subcontractors to pay those parties with whom they have contracted. No subcontract or other agreement arising from this Contract shall include, by either express or implied terms, a "pay when paid" or "pay if paid" clause. Any such clause is against CITY policy and shall be considered null and void.

B. To the fullest extent permitted by Legal Requirements, DESIGN-BUILDER shall defend, indemnify, and hold harmless CITY, its Consultant(s), and its or their officials, officers, directors, employees, and agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of contractors, engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or resulting from any claims for payment and/or mechanic's liens.

13.05 Substantial Completion

A. DESIGN-BUILDER shall notify City in writing when DESIGN-BUILDER believes the Work or, to the extent permitted in the Contract Documents, a portion of the Work, has achieved Substantial Completion, and shall submit to CITY a list of items remaining to be completed or corrected. Within ten (10) working days after CITY's receipt of DESIGN-BUILDER's notice, CITY and DESIGN-BUILDER will jointly inspect such Work to determine whether it is substantially complete in accordance with the requirements of the Contract Documents and Legal Requirements, including the issuance of all necessary certificates of occupancy or other authorizations for the use or occupancy of the Project required by any government or quasi-government authority having jurisdiction over the Project.

B. If CITY determines that such Work is substantially complete, CITY shall prepare and issue a Certificate of Substantial Completion, signed by DESIGN-BUILDER to acknowledge the responsibilities assigned to it, that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work and the date on which they must be completed or corrected before final payment shall become due, (iii) provisions (to the extent not already set forth in the Contract Documents) establishing CITY's and DESIGN-BUILDER's responsibility for the Project's security, maintenance, utilities, damage to the Work, and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

C. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, and upon receipt and approval of DESIGN-BUILDER's Application for Payment therefor, CITY shall release to DESIGN-BUILDER all retained amounts

relating, as applicable, to the entire Work or completed portion of the Work, less all offsets and deductions authorized by the Contract Documents or by applicable law, and less an amount equal to two hundred percent (200%) of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

D. Prior to Substantial Completion of all of the Work, CITY, at its sole option, may use or occupy a portion of the Work which has been determined to have achieved Substantial Completion provided that (i) a Certificate of Substantial Completion has been issued for that portion of Work, (ii) DESIGN-BUILDER and CITY have obtained the consent of their sureties and insurers, and, to the extent applicable, the appropriate government or quasi-government authorities having jurisdiction over the Project, including, without limitation, the issuance of all necessary certificates of occupancy, and (iii) CITY and DESIGN-BUILDER agree that CITY's use or occupancy will not interfere with DESIGN-BUILDER's completion of the remaining Work. Such partial use or occupancy shall not be construed to mean that the entire Project has achieved Substantial Completion.

13.06 Final Completion; Final Payment

A. DESIGN-BUILDER shall notify CITY in writing when DESIGN-BUILDER believes that all of the Work is finally complete and ready for CITY's final inspection. Within ten (10) working days after CITY's receipt of DESIGN-BUILDER's notice, CITY and DESIGN-BUILDER will jointly inspect the Work to determine whether the Work is finally complete in accordance with the requirements of the Contract Documents and Legal Requirements and whether the Contract has been fully performed.

B. At the time of submission of its Application for Final Payment, and as a condition precedent to final payment, DESIGN-BUILDER shall provide the following, in form and substance acceptable to CITY:

1. An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work which might in any way affect CITY's interests, and an agreement to defend and indemnify CITY against any of same.
2. A general release executed by DESIGN-BUILDER under oath, waiving, upon receipt of final payment, all claims against CITY, except those claims previously made in writing to CITY by DESIGN-BUILDER, still pending at the time of the Application for Final Payment, and specifically identified in the general release as unsettled at the time of the Application for Final Payment;
3. Consent of DESIGN-BUILDER's surety to final payment;
4. One complete record set, both in electronic form and on a reproducible medium acceptable to CITY, of all Contract Documents and submittals;
5. All operating manuals, instruction manuals, maintenance manuals, product and manufacturers' warranties, and other documents, things, and deliverables required by the Contract Documents;
6. Certificates of insurance confirming that required coverages and limits of liability are and will remain in effect consistent with the requirements of the Contract Documents; and

7. A "Contractor Affidavit for Final Payment" from DESIGN-BUILDER and a "Subcontractor Affidavit for Final Payment" from all Subcontractors and Sub-subcontractors, regardless of tier.

C. After receipt of DESIGN-BUILDER's Application for Final Payment, and provided that DESIGN-BUILDER has completed all of the Work and provided all documents and information in conformance with the Contract Documents and Legal Requirements, CITY shall make final payment to DESIGN-BUILDER within the time required in the Contract Documents and pursuant to applicable Missouri law.

D. Upon making final payment, CITY waives all claims against DESIGN-BUILDER except claims relating to (i) DESIGN-BUILDER's failure to satisfy its payment obligations, if such failure affects CITY's interests, (ii) DESIGN-BUILDER's failure to perform and complete the Work consistent with the Contract Documents and Legal Requirements, including defects appearing after Substantial Completion, and (iii) the terms of any special warranties required by the Contract Documents.

ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

14.01 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. DESIGN-BUILDER shall resume the Work on the date so fixed in the notice unless the date is changed by a subsequent written notice from CITY. DESIGN-BUILDER may be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any suspension if DESIGN-BUILDER makes a Claim therefore in accordance with Article 15.

B. DESIGN-BUILDER will not be allowed an adjustment in the Contract Price or an extension of the Contract Times if CITY suspends the Work because DESIGN-BUILDER'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 DESIGN-BUILDER to stop the Work, or any portion thereof, until the cause for such order has been adequately addressed by DESIGN-BUILDER; 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 DESIGN-BUILDER, any Subcontractor, Supplier, other individual or entity or any surety or employee or agent of any of them.

14.02 CITY May Terminate for Default

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

1. DESIGN-BUILDER 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 6.05, 6.06, 11.02 and 11.03);

2. DESIGN-BUILDER abandons the Work or declares its intention to abandon the work;

3. DESIGN-BUILDER 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. DESIGN-BUILDER fails to make prompt payment duly owing to any subcontractor or material supplier within thirty (30) calendar days after payment was due;
5. DESIGN-BUILDER fails to achieve the required dates of substantial and final completion;
6. DESIGN-BUILDER disregards Laws or Regulations of any public body having jurisdiction;
7. DESIGN-BUILDER disregards the authority of CITY or OWNER; or
8. DESIGN-BUILDER otherwise violates in any substantial way any provisions of the Contract Documents.

B. CITY may, after giving DESIGN-BUILDER (and the surety) seven (7) days written notice and to the extent permitted by Laws or Regulations, terminate the services of DESIGN-BUILDER, exclude DESIGN-BUILDER from the Site and take possession of the Work and of all DESIGN-BUILDER's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by DESIGN-BUILDER (without liability to DESIGN-BUILDER for trespass or conversion), incorporate into the Work all materials and equipment stored at the Site or for which CITY has paid DESIGN-BUILDER but which are stored elsewhere, and finish the Work as CITY may deem expedient. In such case, DESIGN-BUILDER 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 DESIGN-BUILDER. If such costs, losses and damages exceed such unpaid balance, DESIGN-BUILDER 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 DESIGN-BUILDER's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against DESIGN-BUILDER then existing or which may thereafter accrue. Any retention or payment of moneys due DESIGN-BUILDER by CITY will not release DESIGN-BUILDER from liability.

D. If, after a default termination, it is determined that the DESIGN-BUILDER 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 DESIGN-BUILDER for only those costs enumerated in paragraph 14.03.

14.03 CITY May Terminate for Convenience

A. Notwithstanding any other provision of this Contract, upon seven (7) calendar days written notice to DESIGN-BUILDER, 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, DESIGN-BUILDER 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. DESIGN-BUILDER 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. DESIGN-BUILDER waives any costs not submitted to CITY pursuant to paragraph 14.03.A.

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

ARTICLE 15 CLAIMS AND DISPUTES

15.01 Definition

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

15.02 Written Notice and Burden of Proof

A. Claims must be made by written notice pursuant to Article 16.01. The written notice shall clearly indicate that the DESIGN-BUILDER is making a claim. The responsibility to substantiate Claims shall rest with the DESIGN-BUILDER. 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 DESIGN-BUILDER's representative: "The DESIGN-BUILDER 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.**

15.03 Time Limits on Claims

A. The DESIGN-BUILDER 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 10 and Article 11 respectively. After the fourteen (14) day period for making Claims has expired, the Claim shall be considered waived.

B. The DESIGN-BUILDER shall submit the Claim to the CITY's Representative.

15.04 Continuing Contract Performance

A. Pending final resolution of a Claim, unless otherwise agreed in writing, the DESIGN-BUILDER 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.

15.05 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.

15.06 Initial Resolution of Claims and Disputes

A. After the DESIGN-BUILDER has submitted the Claim to the CITY's Representative, the CITY'S Representative and DESIGN-BUILDER'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 DESIGN-BUILDER'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 DESIGN-BUILDER'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 DESIGN-BUILDER shall have the right to proceed with the pursuit of Claims pursuant to paragraph 15.07.

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

15.07 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 DESIGN-BUILDER'S Representative are unable to resolve the dispute pursuant to 15.06, 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 DESIGN-BUILDER within fourteen (14) calendar days after issuance. The DESIGN-BUILDER shall give written notice to the CITY stating its intent to submit its Claim to a court of law pursuant to paragraph 16.05.A. within thirty (30) calendar days after notice of Director's decision.

D. The time frames for the Director's decision and for DESIGN-BUILDER'S written notice of intent may be 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 DESIGN-BUILDER 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 DESIGN-BUILDER had knowledge and failed to present during the administrative procedures.

ARTICLE 16 MISCELLANEOUS

16.01 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.

16.02 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.

16.03 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 DESIGN-BUILDER and all of the rights and remedies available to CITY and CITY 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.

16.04 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.

16.05 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 DESIGN-BUILDER: (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.



DESIGN-BUILD SUPPLEMENTARY CONDITIONS

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

SC-2.03 A. Article 2, Paragraph 2.03, Copies of Documents, is amended by deleting Paragraph 2.03 A and replacing it with the following:

A. CITY shall furnish to DESIGN-BUILDER up to two (2) copies of the Specifications, including Addenda.

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

In the preparation of the Contract Documents, no reports of explorations and tests of subsurface conditions at or contiguous to the Site of the Work have been prepared.

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

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

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

SC- 5.01 A. Article 5, Paragraph 5.01, Performance, Payment and Other Bonds, Subparagraph A, second sentence, is revised as follows:

These Bonds shall remain in effect at least until three (3) [years] after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents."

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

1. DESIGN-BUILDER shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance 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. DESIGN-BUILDER shall retain such evidence in its files and make available to CITY within ten (10) days after written request.

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

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

SC-6.01 D. Article 6, Design-Builder's Services and Responsibilities, is amended by adding the following to Paragraph D:

D. Additional Requirements.

The Design-Builder is not to construct during the times defined as:

- 1. The week prior, and week of, the dates scheduled for the Country Club Plaza Art Fair***
- 2. The week of the Country Club Plaza holiday lighting ceremony to February 1 of the following calendar year***

Note: There are additional events that may appear on the Country Club Plaza calendar that may require further coordination as they occur. Any coordination is to be done with the Country Club Plaza Manager, Kasey Vena kvena@taubman.com.

SC-6.07. D. Article 6.07, Detailed Design Services, Paragraph 6.07.D, is amended by adding the following:

Design-Builder shall furnish to City three (3) copies of the approved Construction Documents prior to commencement of construction. Additional copies will be furnished, upon request, at the cost of reproduction.

Article 6, Paragraph 6.08, Legal Requirements, is amended by adding the following new Subparagraph 6.10 Q:

Contract Information Management System. Design-Builder shall comply with City's Contract Information Management System requirements. Design-Builder 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. Design-Builder shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

SC-6.10. Article 6., Construction Phase Services, shall be amended by adding the following Paragraph 6.10. 5:

The Design-Builder, subcontractors (all tiers), and suppliers shall furnish sufficient forces, construction plant, and equipment, and shall work such hours as may be required to insure the prosecution of the Work in accordance with the time periods specified in the Contract Documents. If in the opinion of the City, the Design-Builder falls behind the Construction Progress Schedule, the Design-Builder shall take such steps as may be necessary to improve the progress. The City may require the Design-Builder to submit a recovery plan which may include an increase in the number of shifts, and/or overtime operations, and days of work including holidays, Saturdays, and Sundays, all without additional costs to the City.

SC-6.10.E Article 6, Construction Phase Services, shall be amended by adding the following Paragraphs:

6.10.E.1 It is anticipated that work under separate contracts will be performed at the Site, concurrent with the Work to be performed pursuant to these Contract Documents. The City will have authority and responsibility for coordination of the activities among these DESIGN-BUILDERS performing work at the Site.

Design-Builder and Design-Builder's employees shall confine their activities to the areas assigned except for the necessary Work connected with this Contract. In the event of conflicting interests not immediately resolved between two or more contractors, the decisions of the City will be final.

6.10.E.3. The Design-Builder shall coordinate the scheduling of work between this Contract and other concurrent contracts so that interference with the use of existing facilities and public works and conflicts with interfacing work will be minimized. Particular attention shall be paid to maintaining suitable traffic patterns and adequate access to the existing facilities.

6.10.E.4. Whenever construction activities conflict with the use of existing facilities and public works, the acting Country Club Plaza General Manager shall decide which activity shall be given priority. The Design-BUILDER shall be responsible for coordinating work by its own forces, by other contractors and by all subcontractors with work by the operating staff of the existing facility. The Design-BUILDER shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such control as may be specifically reserved to City or others. The Design-BUILDER has the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all person on the Site (except City's employees or representatives) to observe the same regulations as the Design-BUILDER requires of its own employees.

SC-8.02., Article 8, City's Services and Responsibilities, is deleted and replaced with the following paragraph:

8.02.A. Due to the unavailability of current survey information, the successful bidder is required to provide survey information.

SC-8.02.A.3, Article 8, City's Services and Responsibilities, is deleted and replaced with the following paragraph:

8.02.A.3. Due to the unavailability of accurate legal description information, the successful bidder is required to provide said legal description information.

SC-11.01 Article 11, Paragraph 11.01, Time of the Essence is amended by adding the following new Subparagraphs immediately following Subparagraph 11.01 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 KC Water, and the Work shall be substantially complete, in accordance with Paragraph 1.05, within **420** Calendar Days thereafter. Once the Work starts, DESIGN-BUILDER shall continuously pursue completion of the Work.

2. The Work shall be completed and ready for final payment in accordance with Paragraph 13.06 within **60** Calendar Days after the date of Substantial Completion of the Work.

C. Liquidated Damages

1. If the Work is not substantially completed, in accordance with Paragraph 13.05, within the period stated in Paragraph 11.01 B.1], DESIGN-BUILDER shall pay liquidated damages to CITY in the amount of six hundred dollars (\$ 600) 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 DESIGN-BUILDER.

2. If the Work is not completed and ready for final payment in accordance with Paragraph 13.05, within the period stated in Paragraph 11.01 B.2, DESIGN-BUILDER shall pay liquidated damages to CITY in the amount of **one hundred dollars** (\$100) 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 DESIGN-BUILDER.

SC-13.01A: Article 13, Payment, is revised by adding the following Paragraphs to 13.01, Schedule of Values:

1. Design-BUILDER will submit **one** copies of the Schedule of Values using City Form 02190.02.

2. Include separate line items for (i) Bonds and (ii) Insurance.
3. Dollar amounts shall include material, labor, overhead, and profit applicable to each individual item indicated.
6. 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.

SC- 13.02. Article 13, Payment, is revised by adding the following to Paragraphs as follows:

13.02.D. City shall make payments to Design-Builder monthly on or about the 15th day of each month. Payments to Design-Builder 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 Design-Builder until all terms and conditions of the Contract have been met.

13.02.E. Design-Builder shall submit **one** copy of the Application for Payment via the Contract Information Management System, using City Form 01290.01 and accompanied by Schedule of Values, Form 01290.02, as well as any other supporting documents required by the Contract.

1. Using the approved Schedule of Values, indicate dollar value in each column of each line item for portion of Work completed through the last day of the application period. Round off dollar values to the nearest dollar. Complete every entry on the form including the MBE/WBE dollar amounts and percentages.
2. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
3. Change Orders: Indicate each authorized Change Order as separate items on continuation sheet. List by Change Order Number and indicate dollar value breakdown of each Change Order.
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.

13.02.F In addition to the requirements of Paragraph 13.02.E, Design-Builder shall submit the following with each Application for Payment.

1. Updated Construction Progress Schedule.
2. Construction Progress Photos; Jpg files. **Four (4) color** photographs coinciding with cutoff date associated with each Application for Payment. Photographer shall select vantage points to best show status of construction and progress since last photographs were taken.
 1. Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

SC- 13.06. Article 13, Payment, is revised by adding the following to Paragraphs as follows:

13.06.B. Final Payment Application: In addition to other Application for Payment requirements, the Final Payment Application must be accompanied by Form 01290.14

Contractor Affidavit for Final Payment and Form 01290.15 Subcontractor Affidavit for Final Payment for each subcontractor regardless of tier.

SC- 13.05.B. Article 13, Payment, Paragraph 13.05., Substantial Completion, is supplemented as follows:

13.05.B.1 To be considered substantially complete, the following items of the Work must be operational and ready for City's continuous use as intended:

1. Water distribution mains installed and successfully tested, disinfected, and connected to existing water distribution system.
2. All service lines and appurtenances transferred.
3. Restoration of pavement surface construction completed.
4. All wastes and debris shall be removed from the site and properly disposed.

All grading and surface restoration, including seeding and sodding, riprap, and road replacement work.

5. All fencing, gates, and landscaping installed.
6. All cleanup and miscellaneous repair work.
7. **All project as-built plans shall be submitted and approved by WSD Inspector**

City shall also allow Design-Builder reasonable access to complete items listed in Paragraph 13.05 A which may be completed after the Work is accepted.

14.02.E 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 DESIGN-BUILDER. If such expense exceeds the sum which would have been payable under the Contract, then DESIGN-BUILDER and the surety shall be liable and shall pay to CITY the amount of such access.

SECTION 00830

PREVAILING WAGE

1. Annual Wage Order No. 26 – Jackson County
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. 26

Section 048
JACKSON COUNTY

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

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$64.53
Boilermaker		\$67.29
Bricklayer		\$55.57
Carpenter		\$55.90
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$50.61
Plasterer		
Communications Technician		\$57.27
Electrician (Inside Wireman)		\$61.61
Electrician Outside Lineman		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$32.01*
Glazier		\$53.47
Ironworker		\$62.72
Laborer		\$44.64
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$50.06
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$56.40
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$50.36
Plumber		\$67.77
Pipe Fitter		
Roofer		\$51.99
Sheet Metal Worker		\$65.32
Sprinkler Fitter		\$32.01*
Truck Driver		\$46.29
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$57.32
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$46.40
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.73
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$46.19
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 as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

Missouri Revised Statutes

Chapter 290 Wages, Hours and Dismissal Rights

[←Chapter: 288](#)

August 28, 2016

[Chapter: 291→](#)

What constitutes a day's labor.

290.010. From and after the first day of May, in the year eighteen hundred and sixty-seven, the period of eight hours shall be and constitute a legal day's work; but nothing in this section shall be so construed as to prevent parties to any contract for work, services or labor from agreeing upon a longer or shorter time. This section shall not apply to persons hired or employed by the month, nor to laborers or farm hands in the service of farmers or others engaged in agriculture.

(RSMo 1939 § 10166)

Prior revisions: 1929 § 13205; 1919 § 6766; 1909 § 7812

CROSS REFERENCE:

Election, employees allowed three hours to vote, 115.639

Limitation of working hours in certain industries, exception by consent of worker.

290.020. It is hereby declared to be unlawful for any person, company or corporation engaged in carrying on any kind of mining, mechanical, chemical manufacturing or smelting business, to work their employees in any mill or mills, or plants, while engaged in crushing rocks and mine products, containing mineral or ores, or engaged in separating the minerals or ores from rock and such combination with which the mineral or ores are mixed, or reducing or roasting, or refining or smelting minerals or ores, from and after the time such rocks, or combination of rocks and mine products, or minerals or ores are taken out of the mines, at such labor or industry, for a period of time longer than eight hours in a day of twenty-four hours, without their consent, and it is hereby declared that eight hours shall constitute a day of employment, for all laborers, or employees, engaged in the kind of labor or industry aforesaid.

(RSMo 1939 § 10167, A.L. 1981 H.B. 748)

Prior revisions: 1929 § 13206; 1919 § 6767; 1909 § 7813

Penalty.

290.030. Any person or persons, company or corporation who shall violate any of the provisions of section **290.020** shall, on conviction, be fined in a sum not less than twenty-five dollars nor more than five hundred dollars.

(RSMo 1939 § 10168)

Prior revisions: 1929 § 13207; 1919 § 6768; 1909 § 7814

Employees paid semimonthly, exception--statement of deductions--violation, misdemeanor.

290.080. All corporations doing business in this state, and all persons operating railroads or railroad shops in this state, shall pay the wages and salaries of their employees as often as semimonthly, within sixteen days of the close of each payroll period; provided, however, that executive, administrative and professional employees, and sales people and other employees compensated in whole or in part on a commission basis, at the option of such employers, may be paid their salaries or commissions monthly. Such corporations and persons either as a part of the check, draft or other voucher paying the wages or separately, shall furnish the employee at least once a month a statement showing the total amount of deductions for the period. Any corporation or person violating this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in any sum not less than fifty dollars, nor more than five hundred dollars, for each offense.

(RSMo 1939 §§ 5080, 5081, 10176, A. 1949 S.B. 1105, A.L. 1955 p. 596)

Prior revisions: 1929 §§ 4608, 4609, 13215; 1919 §§ 9802, 9803, 6778; 1909 § 7820

CROSS REFERENCE:

Wages, when to be paid, interest, priority, 430.360

Factory employees paid semimonthly--amount withheld--penalty.

290.090. The employees of the operators of all manufactories, including plate glass manufactories, operated within this state shall be regularly paid in full of all wages due them at least once in every fifteen days, in lawful money, and at no pay day shall there be withheld from the earnings of any employee any sum to exceed the amount due him for his labor for five days next preceding any such pay day. Any such operator who fails and refuses to pay his employees, their agents, assigns or anyone duly authorized to collect such wages, as in this section provided, shall become immediately liable to any such employee, his agents or assigns for an amount double the sum due such employee at the time of such failure to pay the wages due, to be recovered by civil action in any court of competent jurisdiction within this state, and no employee, within the meaning of this section, shall be deemed to have waived any right accruing to him under this section by any contract he may make contrary to the provisions hereof.

(RSMo 1939 § 10175)

Prior revisions: 1929 § 13214; 1919 § 6775; 1909 § 7817

Wage subsidies, bid supplements, and rebates for employment prohibited, when--violation, penalty.

290.095. 1. No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on a public works project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the prevailing wage rate as provided in section 290.262.

2. In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsections 1 or 2 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610.

3. Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the prevailing wage rate as provided in section 290.262 for each hour that work was performed. It shall be the duty of the department to calculate the dollar amount owed to the public body under this section.

(L. 2007 S.B. 339)

Thirty days' notice of reduction of wages, how.

290.100. Any railway, mining, express, telegraph, manufacturing or other company or corporation doing business in this state, and desiring to reduce the wages of its employees, or any of them, shall give to the employees to be affected thereby thirty days' notice thereof. Such notice may be given by posting a written or printed handbill, specifying the class of employees whose wages are to be reduced and the amount of the reduction, in a conspicuous place in or about the shops, station, office, depot or other place where said employees may be at work, or by mailing each employee a copy of said notice or handbill, and such company or corporation violating any of the provisions of this section shall forfeit and pay each party affected thereby the sum of fifty dollars, to be recovered by civil action in the name of the injured party, with costs, before any court of competent jurisdiction.

(RSMo 1939 §§ 5066, 5067, A.L. 1943 p. 410 § 75)

Prior revisions: 1929 §§ 4590, 4591; 1919 §§ 9782, 9783; 1909 §§ 3022, 3023

Payment due discharged employee--exceptions--penalty for delay.

290.110. Whenever any person, firm or corporation doing business in this state shall discharge, with or without cause, or refuse to further employ any servant or employee thereof, the unpaid wages of the servant or employee then earned at the contract rate, without abatement or deduction, shall be and become due and payable on the day of the discharge or refusal to longer employ and the servant or employee may request in writing of his foreman or the keeper of his time to have the money due him, or a valid check therefor, sent to any station or office where a regular agent is kept; and if the money or a valid check therefor, does not reach the station or

office within seven days from the date it is so requested, then as a penalty for such nonpayment the wages of the servant or employee shall continue from the date of the discharge or refusal to further employ, at the same rate until paid; provided, such wages shall not continue more than sixty days. This section shall not apply in the case of an employee whose remuneration for work is based primarily on commissions and whose duties include collection of accounts, care of a stock or merchandise and similar activities and where an audit is necessary or customary in order to determine the net amount due.

(RSMo 1939 § 5082, A.L. 1943 p. 410 § 76, A.L. 1963 p. 414, A.L. 1972 H.B. 1203)

Prior revisions: 1929 § 4610; 1919 § 9804

Employee not entitled to benefits, when.

290.120. No such servant or employee who secretes or absents himself to avoid payment to him, or refuses to receive the same when fully tendered, shall be entitled to any benefit under sections **290.110** and **290.120** for such time as he so avoids payment.

(RSMo 1939 § 5083, A.L. 1943 p. 410 § 77)

Prior revisions: 1929 § 4611; 1919 § 9805

Action by employees for breach of employment contract.

290.130. Any such servant or employee whose employment is for a definite period of time, and who is discharged without cause before the expiration of such time, may, in addition to the penalty prescribed by this law, have an action against any such employer for any damages he may have sustained by reason of such wrongful discharge, and such action may be joined with an action for unpaid wages and penalty.

(RSMo 1939 § 5084, A.L. 1943 p. 410 § 78)

Prior revisions: 1929 § 4612; 1919 § 9806

Letter of dismissal, when--failure to issue, damages--punitive damages, limitations.

290.140. 1. Whenever any employee of any corporation doing business in this state and which employs seven or more employees, who shall have been in the service of said corporation for a period of at least ninety days, shall be discharged or voluntarily quit the service of such corporation and who thereafter within a reasonable period of time, but not later than one year following the date the employee was discharged or voluntarily quit, requests in writing by certified mail to the superintendent, manager or registered agent of said corporation, with specific reference to the statute, it shall be the duty of the superintendent or manager of said corporation to issue to such employee, within forty-five days after the receipt of such request, a letter, duly signed by such superintendent or manager, setting forth the nature and character of service rendered by such employee to such corporation and the duration thereof, and truly stating for what cause, if any, such employee was discharged or voluntarily quit such service.

2. Any corporation which violates the provisions of subsection 1 of this section shall be liable for compensatory but not punitive damages but in the event that the evidence establishes that the employer did not issue the requested letter, said employer may be liable for nominal and punitive damages; but no award of punitive damages under this section shall be based upon the content of any such letter.

(RSMo 1939 § 5064, A.L. 1941 p. 330, A.L. 1982 S.B. 747)

Prior revisions: 1929 § 4588; 1919 § 9780; 1909 § 3020

CROSS REFERENCE:

Employee dismissal rights, damage action, time limitation, 516.140

Discrimination, refusal to hire or discharge employee for alcohol or tobacco use not during working hours, prohibited, exception—not cause for legal actions.

290.145. It shall be an improper employment practice for an employer to refuse to hire, or to discharge, any individual, or to otherwise disadvantage any individual, with respect to compensation, terms or conditions of employment because the individual uses lawful alcohol or tobacco products off the premises of the employer during hours such individual is not working for the employer, unless such use interferes with the duties and performance of the employee, the employee's coworkers, or the overall operation of the employer's business; except that, nothing in this section shall prohibit an employer from providing or contracting for health insurance benefits at a reduced premium rate or at a reduced deductible level for employees who do not smoke or use tobacco products. Religious organizations and church-operated institutions, and not-for-profit organizations whose principal business is health care promotion shall be exempt from the provisions of this section. The provisions of this section shall not be deemed to create a cause of action for injunctive relief, damages or other relief.

(L. 1992 S.B. 509, et al. § 6, A.L. 2005 H.B. 596, A.L. 2006 S.B. 567 & 792)

Employer response to request for information about current or former employee, contents, requirements, civil immunity, when.

290.152. 1. As used in this section, the following terms shall mean:

(1) "Employer", any individual, organization, partnership, political subdivision, corporation or other legal entity which has or had in the entity's employ one or more individuals performing services for the entity within this state;

(2) "Prospective employer", any employer, as defined in this subsection, to which an individual has made application for employment, either oral or written, or forwarded a resume or other correspondence expressing an interest in employment.

2. An employer may:

(1) Respond in writing to a written request concerning a current or former employee from an entity or person which the employer reasonably believes to be a prospective employer of such employee; and

(2) Disclose the nature and character of service rendered by such employee to such employer and the duration thereof; and

(3) Truly state for what cause, if any, such employee was discharged or voluntarily quit such service. The provisions of this section shall apply regardless of whether the employee becomes employed by the prospective employer prior to receipt of the former employer's written response. The information provided pursuant to this section shall be consistent with the content of any service letter provided pursuant to section 290.140 for the same employee.

3. The employer shall send a copy of any letter provided pursuant to subsection 2 of this section to the current employee or former employee at the employee's last known address. The current or former employee may request from the employer a copy of the letter provided pursuant to subsection 2 of this section for up to one year following the date of such letter.

4. For purposes of this section, an employer shall be immune from civil liability for any response made pursuant to this section or for any consequences of such response, unless such response was false and made with knowledge that it was false or with reckless disregard for whether such response was true or false.

5. Any employer who violates the provisions of subsection 2 of this section shall be liable for compensatory damages but not punitive damages.

6. Any letter issued pursuant to this section shall not be admitted as evidence in an unemployment compensation claim.

(L. 1999 S.B. 32)

Definitions.

290.210. As used in sections 290.210 to 290.340, unless the context indicates otherwise:

(1) "Adjacent county", any Missouri county of the third or fourth classification having a boundary that, at any point, touches any boundary of the locality for which the wage rate is being determined;

(2) "Collective bargaining agreement" means any written agreement or understanding between an employer or employer association and a labor organization or union which is the exclusive bargaining representative of the employer's or employer association's employees pursuant to the terms of the National Labor Relations Act and which agreement or understanding or predecessor agreement or understanding has been used to determine an occupational title wage rate;

(3) "Construction" includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair;

(4) "Department" means the department of labor and industrial relations;

(5) "Labor organization" or "union" means any entity which has been designated pursuant to the terms of the National Labor Relations Act as the exclusive bargaining representative of employees of employers engaged in the construction industry, which entity or affiliated entity has ever had a collective bargaining agreement which determined an occupational title wage rate;

(6) "Locality" means the county where the physical work upon public works is performed;

(7) "Maintenance work" means the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased;

(8) "Prevailing hourly rate of wages" means the wages paid generally, in the locality in which the public works is being performed, to workmen engaged in work of a similar character including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made to a fund, plan or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the department, insofar as sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions and costs is not less than the rate of pay plus the other amounts as provided herein;

(9) "Previous six annual wage order reporting periods" means the current annual wage order reporting period under consideration for wage rate determinations and the five immediately preceding annual wage order reporting periods*;

(10) "Public body" means the state of Missouri or any officer, official, authority, board or commission of the state, or other political subdivision thereof, or any institution supported in whole or in part by public funds;

(11) "Public works" means all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility. It does not include any work done for or by any drainage or levee district;

(12) "Workmen" means laborers, workmen and mechanics.

(L. 1957 p. 574 § 1, A.L. 1965 p. 438, A.L. 1969 S.B. 142, A.L. 2013 H.B. 34)

"Word "period" appears in original rolls.

Policy declared.

290.220. It is hereby declared to be the policy of the state of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work.

(L. 1957 p. 574 § 2)

Prevailing wage rates required on construction of public works.

290.230. 1. Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work, shall be paid to all workmen employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work. Only such workmen as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job shall be deemed to be employed upon public works. Any such workman who agrees in writing to volunteer his or her labor without pay shall not be deemed to be employed upon public works, and shall not be entitled to the prevailing hourly rate of wages. For the purposes of this section, the term "workman who agrees in writing to volunteer his or her labor without pay" shall mean a workman who volunteers his or her labor without any promise of benefit or remuneration for such voluntary activity, and who is not a prisoner in any jail or prison facility and who is not performing community service pursuant to disposition of a criminal case against him, and is not otherwise employed for compensation at any time in the construction or maintenance work on the same public works for which the workman is a volunteer. Under no circumstances may an employer force, compel or otherwise intimidate an employee into performing work otherwise paid by a prevailing wage as a volunteer.

2. When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed employed directly on public works.

(L. 1957 p. 574 § 3, A.L. 2014 H.B. 1594)

Department of labor and industrial relations to enforce--make regulations.

290.240. 1. The department shall inquire diligently as to any violation of sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of sections 290.210 to 290.340.

2. The department may establish rules and regulations for the purpose of carrying out the provisions of sections 290.210 to 290.340.

(L. 1957 p. 574 § 6, A.L. 1969 S.B. 142)

Prevailing wage, Incorporation into contracts--failure to pay, penalty--complaints of violation, public body or prime contractor to withhold payment--determination of a violation, investigation required--employer's right to dispute--enforcement proceeding permitted, when.

290.250. 1. Every public body authorized to contract for or construct public works before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. The employer shall forfeit as a penalty to the state, county, city and county, city, town, district or other political subdivision on whose behalf the contract is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made to him, the contractor may recover from him the amount of the penalty in a suit at law.

2. In determining whether a violation of sections 290.210 to 290.340 has occurred, and whether the penalty under subsection 1 of this section shall be imposed, it shall be the duty of the department to investigate any claim of violation. Upon completing such investigation, the department shall notify the employer of its findings. If the department concludes that a violation of sections 290.210 to 290.340 has occurred and a penalty may be due, the department shall notify the employer of such finding by providing a notice of penalty to the employer. Such penalty shall not be due until forty-five days after the date of the notice of the penalty.

3. The employer shall have the right to dispute such notice of penalty in writing to the department within forty-five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

4. If the employer fails to pay all wages due as determined by the arbitrator within forty-five days following the conclusion of the arbitration process, or if the employer fails to exercise the right to seek arbitration, the department may then pursue an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer. If the court orders payment of the penalties as prescribed in subsection 1 of this section, the department shall be entitled to recover its actual cost of enforcement from such penalty amount.

5. Nothing in this section shall be interpreted as precluding an action for enforcement filed by an aggrieved employee as otherwise provided in law.

(L. 1957 p. 574 § 4, A.L. 1969 S.B. 142, A.L. 2007 S.B. 339)

Determination of hourly rate for heavy and highway construction work, when made, where filed, objections, hearing, determination.

290.260. 1. The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages for heavy and highway construction work in the localities. In doing so, the department shall accept and consider information regarding local wage rates that is submitted in either paper or electronic formats. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July first of each year for the Missouri state highways and transportation commission and shall remain in effect until superseded by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

2. A certified copy of the determination so made shall be filed immediately with the secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

3. At any time within thirty days after the certified copies of the determinations have been filed with the secretary of state and the department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

4. Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

5. The department at its discretion may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department, or the objector, or any interested party, thereafter may introduce any evidence that is material to the issues.

6. Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the secretary of state and with the department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

7. This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of chapter 536. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the secretary of state shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

8. At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536 and be made a party to the proceedings.

9. All proceedings in any court affecting a determination of the department under the provisions of sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

(L. 1957 p. 574 § 8, A.L. 1965 p. 95, A.L. 1969 S.B. 142, A.L. 2013 H.B. 34)

**Determination of hourly rate by location and occupation title, when made, where filed--
objections, hearings--final determination--notice to department by public body, when.**

290.262. 1. Except as otherwise provided in section 290.260, the department shall annually determine the prevailing hourly rate of wages in each locality for each separate occupational title. In doing so, the department shall accept and consider information regarding local wage rates that is submitted in either paper or electronic formats. A final determination applicable to every locality to be contained in an annual wage order shall be made annually on or before July first of each year and shall remain in effect until superseded by a new annual wage order or as otherwise provided in this section. The department shall, by March tenth of each year, make an initial determination for each occupational title within the locality.

2. The prevailing wage rate for an occupational title in a locality shall, with the exception of localities that are counties of the third and fourth classification and any county of the second classification with more than fifty-eight thousand but fewer than sixty-five thousand inhabitants, be the wage rate most commonly paid, as measured by the number of hours worked at each wage rate, for that occupational title within that locality. In determining such prevailing wage rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, when no wages were reported.

3. With respect only to localities that are counties of the third and fourth classification and any county of the second classification with more than fifty-eight thousand but fewer than sixty-five thousand inhabitants, the prevailing wage rate for an occupational title within such locality shall be determined in the following manner:

(1) The total number of hours worked that are not paid pursuant to a collective bargaining agreement for the time period in that occupational title in the locality and the total number of hours worked that are paid pursuant to a collective bargaining agreement for the time period in that occupational title in the locality shall be considered;

(2) If the total number of hours that are not paid pursuant to a collective bargaining agreement, in the aggregate, exceeds the total number of hours that are paid pursuant to such an agreement, in the aggregate, then the prevailing wage rate shall be the rate most commonly paid that is not paid pursuant to a collective bargaining agreement as measured by the number of hours worked at such rate for that occupational title within the locality;

(3) If the total number of hours that are paid pursuant to a collective bargaining agreement, in the aggregate, exceeds the total number of hours that are not paid pursuant to such an agreement, in the aggregate, then the prevailing wage rate shall be the rate most commonly paid that is paid pursuant to a collective bargaining agreement as measured by the number of hours worked at such rate for that occupational title within the locality;

(4) If no work within a particular occupational title has been performed in a locality at any wage rate, the prevailing wage rate for that occupational title in that locality shall be determined in the following manner:

(a) If wages were reported for an occupational title within a locality within the previous six annual wage order reporting periods and the prevailing wage rate was determined by a collective bargaining agreement by hours worked pursuant to such agreement in the most recent annual wage order reporting period where such wages were reported, then the wage rate paid pursuant to the current collective bargaining agreement shall be the prevailing rate for that occupational title within the locality;

(b) If wages were reported for an occupational title within a locality within the previous six annual wage order reporting periods and the prevailing wage rate was not determined by hours worked pursuant to a collective bargaining agreement in the most recent annual wage order reporting period where such wages were reported, then the wage rate paid in the most recent annual wage order reporting period when such wages were reported shall be the prevailing wage rate for that occupational title within the locality;

(c) If no wages were reported for an occupational title within a locality within the previous six annual wage order reporting periods, the department shall examine hours and wages reported in all adjacent Missouri counties during the same periods. The most recent reported wage rate in a given wage order period in the adjacent Missouri county with the most reported hours actually worked for that occupational title in the wage period during the previous six annual wage order reporting periods shall be used to determine the prevailing wage rate;

(d) If no wages were reported for an occupational title within any adjacent Missouri county within the previous six annual wage order reporting periods, then the rate paid pursuant to the current collective bargaining agreement shall be the prevailing wage rate for that occupational title within the locality.

4. A certified copy of the initial determinations so made shall be filed immediately with the secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

5. At any time within thirty days after the certified copies of the determinations have been filed with the secretary of state and the department, any person who is affected thereby may object in writing to a determination or a part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

6. After the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

7. The department at its discretion may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department, or the objector, or any interested party, thereafter may introduce any evidence that is material to the issues.

8. Within twenty days of the conclusion of the hearing, the department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the secretary of state and with the department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

9. This final decision of the department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of chapter 536. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the secretary of state shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

10. At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536 and be made a party to the proceedings.

11. Any annual wage order made for a particular occupational title in a locality, that is based on the number of hours worked under a collective bargaining agreement, may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement which covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subsection, the employee's representative or employer in regard to such collective bargaining agreement shall notify the department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

12. In addition to all other reporting requirements of sections 290.210 to 290.340, each public body which is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the department, on a form prescribed by the department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

(L. 1993 H.B. 638, A.L. 2013 H.B. 34)

Hourly wage must equal or exceed federal minimum wage.

290.263. The hourly wages to be paid as prescribed in section 290.250 to workmen upon public works shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(L. 1969 S.B. 142)

Wage rates posted, where.

290.265. A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.

(L. 1969 S.B. 142)

Declaration as to prevailing wages final—maximum wages and hours not limited.

290.270. The finding of the department ascertaining and declaring the prevailing hourly rate of wages shall be final for the locality, unless reviewed under the provisions of sections 290.210 to 290.340. Nothing in sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any workman employed on any public work of more than the prevailing rate of wages. Nothing in sections 290.210 to 290.340 shall be construed to limit the hours of work which may be performed by any workman in any particular period of time.

(L. 1957 p. 574 § 7, A.L. 1969 S.B. 142)

Administration of oaths—subpoenas—enforcement of subpoenas.

290.280. The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or on the refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by section 536.077 for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

(L. 1957 p. 574 § 9, A.L. 1961 p. 438)

Contractor's payroll records, contents--affidavit of compliance required--signs on motor vehicles and equipment, requirements--temporary stationary sign, when--exception.

290.290. 1. The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

2. Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

3. Each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with such public works project during the

time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet but the size of the lettering need not be larger than two inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign, with the information required pursuant to this subsection, at the main entrance of the construction project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

4. The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

(L. 1957 p. 574 § 5, A.L. 1969 S.B. 142, A.L. 1993 H.B. 416 & 417)

Actions for prevailing wages by workman authorized.

290.300. Any workman employed by the contractor or by any subcontractor under the contractor who shall be paid for his services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

(L. 1957 p. 574 § 10, A.L. 1969 S.B. 142)

Rebates by workmen prohibited, exception.

290.305. No person, firm or corporation shall violate the wage provisions of any contract contemplated in sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in sections 290.210 to 290.340. Where workmen are employed and their rate of wages has been determined as provided in sections 290.210 to 290.340, no person, either for himself or any other person, shall request, demand or receive, either before or after such workman is engaged, that such workman pay back, return, donate, contribute, or give any part or all of said workman's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such workman from procuring or retaining employment, and no person shall, directly or indirectly, pay, request or authorize any other person to violate this section. This section does not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

(L. 1969 S.B. 142)

Deductions from wages, agreement to be written, approval of publicbody required.

290.315. All contractors and subcontractors required in sections 290.210 to 290.340 to pay not less than the prevailing rate of wages shall make full payment of such wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section does not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

(L. 1969 S.B. 142)

Advertising for bids before prevailing wage is determined prohibited.

290.320. No public body, officer, official, member, agent or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the prevailing rates of wages of workmen for each class of work called for by the public works in the locality where the work is to be performed as provided in sections 290.210 to 290.340.

(L. 1969 S.B. 142)

Awarding contract or payment without prevailing wage determination prohibited.

290.325. No public body, officer, official, member, agent or representative thereof authorized to contract for public works shall award a contract for the construction of such improvement or disburse any funds on account of the construction of such public improvement, unless such public body has first had the department determine the prevailing rates of wages of workmen for the class of work called for by such public works in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

(L. 1969 S.B. 142)

Convicted violators of sections 290.210 to 290.340 listed, effect of.

290.330. The department after investigation, upon complaint or upon its own initiative, shall file with the secretary of state a list of the contractors and subcontractors who it finds have been prosecuted and convicted for violations of sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of each subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the secretary of state shall be notice to all public bodies and their officers, officials, members, agents and representatives.

(L. 1969 S.B. 142)

Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized.

290.335. If it is found that a public body, contractor or subcontractor has not complied with any of the terms of sections **290.210** to **290.340**, the department shall give notice of the precise violation in writing to such public body, contractor or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may in writing inform the attorney general of the fact that such notice has been given and that the public body, contractor or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the attorney general shall at the earliest possible time bring suit in the name of the state in the circuit court of the county in which such public body is located or where any such contractor or subcontractor is engaged in any public works to enjoin the award of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall in any such injunctive action post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have and exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

(L. 1969 S.B. 142)

Penalty for violation.

290.340. Any officer, official, member, agent or representative of any public body, contractor or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of sections **290.210** to **290.340** shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

(L. 1969 S.B. 142)

Request for arbitration, when, how made—board to be appointed.

290.350. Whenever a dispute exists concerning wages, hours of labor, or conditions of employment of members of a paid fire department of any county, city, town, fire district, or other governmental unit having a population in excess of twenty thousand or located in a county of the

first class, and a request for arbitration is made by either party to the dispute, a firemen's arbitration board shall be appointed as provided in sections 290.350 to 290.380. Request for arbitration may be made by written petition signed by at least fifty-one percent of the employees of the fire department or by resolution of the county commission, council, board, or other governing body having direction and control over the fire department.

(L. 1963 p. 415 § 1)

(1968) As applied to constitutional charter cities, §§ 290.350 and 290.360 are unconstitutional and void as imposing duties upon a municipal officer. State ex rel. Burke v. Cervantes (Mo.), 423 S.W.2d 791.

Board members--selected, how--officers.

290.360. The board shall consist of five members, four of whom shall be appointed by the chief executive officer of the county, city, town, fire district, or other governmental unit involved, and shall be qualified voters of the county, city, town, fire district, or other governmental unit involved. Two of these appointments shall be made from a list of four or more, submitted by the employees. If the request for arbitration is initiated by petition of the employees, the petition shall be accompanied by a list of four or more persons. If the request for arbitration is initiated by the county commission, council, board or other governing body having direction and control over the fire department, the chief executive officer of the county, city, town, fire district, or other governmental unit shall mail a copy of the resolution, together with a request for the submission of a list of four or more prospective members of the firemen's arbitration board to representatives of the employees of the fire department. The four members appointed by the chief executive officer shall select the fifth member of the board, who may or may not be a registered voter of the county, city, town, fire district, or other governmental unit involved. The board shall meet and organize as soon as possible after its appointment. The board shall select from its membership a chairman and any other officers it considers necessary, and make rules of procedure governing its hearings.

(L. 1963 p. 415 § 2)

(1968) As applied to constitutional charter cities, §§ 290.350 and 290.360 are unconstitutional and void as imposing duties upon a municipal officer. State ex rel. Burke v. Cervantes (Mo.), 423 S.W.2d 791.

Hearing and recommendations of board.

290.370. The board shall conduct hearings, with dispatch, for the purpose of hearing evidence relevant to the subject of the dispute, and shall, as soon as practicable, report its findings and recommendations in writing to the chief executive officer of the county, city, town, fire district, or other governmental unit involved, and to any organization of firemen involved. The report shall be concurred in by at least three members of the board. The recommendation shall be advisory only and shall not be binding upon the county, city, town, fire district, or other governmental unit, or upon the members of the fire department involved.

(L. 1963 p. 415 § 3)

Expenses of board members to be paid.

290.380. Members of the board shall serve without compensation. All necessary expenses of any hearing conducted by the board members, certified to by all the members of the board, shall be paid by the county, city, town, fire district, or other governmental unit involved.

(L. 1963 p. 415 § 4)

Definitions.

290.400. As used in sections **290.400** to **290.450** the following words have the meanings indicated unless the context clearly requires otherwise:

- (1) "Commission", the labor and industrial relations commission of Missouri;
- (2) "Employee", every woman or man in receipt of or entitled to compensation for labor performed for any employer;
- (3) "Employer", every person, firm, corporation, agent, manager, representative, contractor, subcontractor, principal or other person having control or direction of any woman or man employed at any labor, or responsible directly or indirectly for the wages of another;
- (4) "Female", a woman of eighteen years or over;
- (5) "Wage rates" or "wages", any compensation for labor measured by time, piece, or otherwise.

(L. 1963 p. 416 § 1)

Employer not to pay female lower wage.

290.410. Notwithstanding any other provisions of the law, no employer shall pay any female in his employ at wage rates less than the wage rates paid to male employees in the same establishment for the same quantity and quality of the same classification of work, provided that nothing herein shall prohibit a variation of rates of pay for male and female employees engaged in the same classification of work based upon a difference in seniority, length of service, ability, skill, difference in duties or services performed, difference in the shift or time of day worked, hours of work, or restrictions or prohibitions on lifting or moving objects in excess of specified weight, or other reasonable differentiation, or factors other than sex, when exercised in good faith.

(L. 1963 p. 416 § 2)

Female may register complaint.

290.420. Any affected female employee may register with the commission a complaint that the wages paid to her are less than the wages to which she is entitled under sections 290.400 to 290.450.

(L. 1963 p. 416 § 4)

Labor and Industrial relations commission to mediate wage disputes.

290.430. The commission shall take all proceedings necessary to mediate the dispute concerning the payment of any sums alleged to be due and unpaid to the female employees. The commission shall have the power to issue such regulations not inconsistent with the purpose and provisions of sections 290.400 to 290.450, as it deems necessary or appropriate for the administration thereof.

(L. 1963 p. 416 § 5, A.L. 1965 p. 95)

Female may recover wages, when--burden of proof.

290.440. 1. Any employer who violates section 290.410 is liable to the female employee affected in the amount of the wages of which the female employee is deprived by reason of the violation.

2. Any female employee receiving less than the wage to which she is entitled under sections 290.400 to 290.450 may recover in a civil action the balance of the wages, together with the costs of suit, notwithstanding any agreement to work for a lesser wage.

3. The burden of proof shall be upon the person bringing the claim to establish that the differentiation in rate of pay is based upon the factor of sex and not upon other differences or factors.

(L. 1963 p. 416 §§ 3, 6, 8)

Actions to be instituted in circuit court--limitations.

290.450. Any action based upon or arising under sections 290.400 to 290.450 shall be instituted in the circuit court within six months after the date of the alleged violation, but in no event shall any employer be liable for any pay due under sections 290.400 to 290.450 for more than thirty days prior to receipt by the employer of written notice of claim thereof from the female employee.

(L. 1963 p. 416 § 7)

Powers and duties of commission.

290.460. The commission shall carry on a continuing program of education, information, study, and community organization concerning the problems of female employees in seeking, obtaining and holding employment without discrimination on account of sex. The commission's power and duties shall include but not be limited to the following:

- (1) Promote in cooperation with the federal government, state, local and private agencies and organizations, programs to eliminate discrimination in employment based solely on sex;
- (2) Promote research with the view to reducing barriers based solely on sex in the hire, employment and retention of female employees;
- (3) Sponsor and correlate in communities of the state, information and educational programs intended to reduce or abolish discrimination in employment based solely on sex;
- (4) Recommend to the governor, from time to time, any specific proposals for legislation as may be deemed necessary and proper for the elimination in employment of discrimination based solely on sex.

(L. 1965 p. 439)

Definitions.

290.500. As used in sections 290.500 to 290.530, the following words and phrases mean:

- (1) "Agriculture", farming and all its branches including, but not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural commodities, the raising of livestock, fish and other marine life, bees, fur-bearing animals or poultry and any practices performed by a farmer or on a farm as an incident to or in conjunction with farming operations, including preparation for market, delivery to storage or to market or to carriers for transportation to market;
- (2) "Director", the director of the department of labor and industrial relations or his authorized representative;
- (3) "Employee", any individual employed by an employer, except that the term "employee" shall not include:
 - (a) Any individual employed in a bona fide executive, administrative, or professional capacity;
 - (b) Any individual engaged in the activities of an educational, charitable, religious, or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to the organization are on a voluntary basis;
 - (c) Any individual standing in loco parentis to foster children in their care;
 - (d) Any individual employed for less than four months in any year in a resident or day camp for children or youth, or any individual employed by an educational conference center operated by an educational, charitable or not-for-profit organization;

(e) Any individual engaged in the activities of an educational organization where employment by the organization is in lieu of the requirement that the individual pay the cost of tuition, housing or other educational fees of the organization or where earnings of the individual employed by the organization are credited toward the payment of the cost of tuition, housing or other educational fees of the organization;

(f) Any individual employed on or about a private residence on an occasional basis for six hours or less on each occasion;

(g) Any handicapped person employed in a sheltered workshop, certified by the department of elementary and secondary education;

(h) Any person employed on a casual basis to provide baby-sitting services;

(i) Any individual employed by an employer subject to the provisions of part A of subtitle IV of title 49, United States Code, 49 U.S.C. §§ 10101 et seq.;

(j) Any individual employed on a casual or intermittent basis as a golf caddy, newsboy, or in a similar occupation;

(k) Any individual whose earnings are derived in whole or in part from sales commissions and whose hours and places of employment are not substantially controlled by the employer;

(l) Any individual who is employed in any government position defined in 29 U.S.C. §§ 203(e)(2)(C)(i)-(ii);

(m) Any individual employed by a retail or service business whose annual gross volume sales made or business done is less than five hundred thousand dollars;

(n) Any individual who is an offender, as defined in section 217.010, who is incarcerated in any correctional facility operated by the department of corrections, including offenders who provide labor or services on the grounds of such correctional facility pursuant to section 217.550;

(o) Any individual described by the provisions of section 29 U.S.C. 213(a) (8);

(4) "Employer", any person acting directly or indirectly in the interest of an employer in relation to an employee;

(5) "Learner and apprentice", any individual under 20 years of age who has not completed the required training for a particular job. In no event shall the individual be deemed a learner or apprentice in the occupation after three months of training except where the director finds, after investigation, that for the particular occupation a minimum of proficiency cannot be acquired in three months. In no case shall a person be declared to be a learner or apprentice after six months of training for a particular employer or job. Employees of an amusement or recreation business that meets the criteria set out in 29 U.S.C. § 213(a) (3) may be deemed a learner or apprentice for ninety working days. No individual shall be deemed a learner or apprentice solely for the purpose of evading the provisions of sections 290.500 to 290.530;

(6) "Occupation", any occupation, service, trade, business, industry, or branch or group of industries or employment or class of employment in which individuals are gainfully employed;

(7) "Wage", compensation due to an employee by reason of his employment, payable in legal

tender of the United States or checks on banks convertible into cash on demand at full face value;

(8) "Person", any individual, partnership, association, corporation, business, business trust, legal representative, or any organized group of persons;

(9) "Man-day", any day during which an employee performs any agricultural labor for not less than one hour.

(L. 1990 H.B. 1881 § 1, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Minimum wage rate—Increase or decrease, when.

290.502. 1. Except as may be otherwise provided pursuant to sections 290.500 to 290.530, effective January 1, 2007, every employer shall pay to each employee wages at the rate of \$6.50 per hour, or wages at the same rate or rates set under the provisions of federal law as the prevailing federal minimum wage applicable to those covered jobs in interstate commerce, whichever rate per hour is higher.

2. The minimum wage shall be increased or decreased on January 1, 2008, and on January 1 of successive years, by the increase or decrease in the cost of living. On September 30, 2007, and on each September 30 of each successive year, the director shall measure the increase or decrease in the cost of living by the percentage increase or decrease as of the preceding July over the level as of July of the immediately preceding year of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) or successor index as published by the U.S. Department of Labor or its successor agency, with the amount of the minimum wage increase or decrease rounded to the nearest five cents.

(L. 1990 H.B. 1881 § 2, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Overtime compensation, applicable number of hours, exceptions.

290.505. 1. No employer shall employ any of his employees for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

2. Employees of an amusement or recreation business that meets the criteria set out in 29 U.S.C. 213(a) (3) must be paid one and one-half times their regular compensation for any hours worked in excess of fifty-two hours in any one-week period.

3. With the exception of employees described in subsection (2), the overtime requirements of subsection (1) shall not apply to employees who are exempt from federal minimum wage or overtime requirements including, but not limited to, the exemptions or hour calculation formulas specified in 29 U.S.C. Sections 207 and 213, and any regulations promulgated thereunder.

4. Except as may be otherwise provided under sections 290.500 to 290.530, this section shall be interpreted in accordance with the Fair Labor Standards Act, 29 U.S.C. Section 201, et seq., as amended, and the Portal to Portal Act, 29 U.S.C. Section 251, et seq., as amended, and any regulations promulgated thereunder.

(L. 1990 H.B. 1881 § 3, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2008 H.B. 1883 merged with H.B. 2041)

Effective 6-25-08 (H.B. 2041)

8-28-08 (H.B. 1883)

Agriculture, law not applicable.

290.507. Sections 290.500 to 290.530 shall not apply to any employee or employer engaged in agriculture, as defined in section 290.500 (A) if such employee is employed by an employer who did not, during any calendar quarter during the preceding calendar year, use more than five hundred man-days of agriculture labor, (B) if such employee is the parent, spouse, child, or other member of his employer's immediate family, (C) if such employee (i) is employed as a hand harvest laborer and is paid on a piece rate basis in an operation which has been, and is customarily and generally recognized as having been, paid on a piece rate basis in the region of employment, (ii) commutes daily from his permanent residence to the farm on which he is so employed, and (iii) has been employed in agriculture less than thirteen weeks during the preceding calendar year, (D) if such employee (other than an employee described in clause (C) of this subsection) (i) is sixteen years of age or under and is employed as a hand harvest laborer, is paid on a piece rate basis in an operation which has been, and is customarily and generally recognized as having been, paid on a piece rate basis in the region of employment, (ii) is employed on the same farm as his parent or person standing in the place of his parent, and (iii) is paid at the same piece rate as employees over age sixteen are paid on the same farm, or (E) if such employee is principally engaged in the range production of livestock.

(L. 1990 H.B. 1881 § 4, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Director may investigate to prove compliance.

290.510. The director shall have authority to investigate and ascertain the wages of persons employed in any occupation included within the meaning of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 5, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Gratuities, goods or services as part of wages, effect on minimum wage requirements.

290.512. 1. No employer of any employee who receives and retains compensation in the form of gratuities in addition to wages is required to pay wages in excess of fifty percent of the minimum wage rate specified in sections 290.500 to 290.530, however, total compensation for such employee shall total at least the minimum wage specified in sections 290.500 to 290.530, the difference being made up by the employer.

2. If an employee receives and retains compensation in the form of goods or services as an incident of his employment and if he is not required to exercise any discretion in order to receive the goods or services, the employer is required to pay only the difference between the fair market value of the goods and services and the minimum wage otherwise required to be paid by sections 290.500 to 290.530. The fair market value of the goods and services shall be computed on a weekly basis. The director shall provide by regulation a method of valuing the goods and services received by any employee in lieu of the wages otherwise required to be paid under the provisions of sections 290.500 to 290.530. He shall also provide by regulation a method of determining those types of goods and services that are an incident of employment the receipt of which does not require any discretion on the part of the employee.

(L. 1990 H.B. 1881 § 6, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Physical or mental deficiency of employee, wage rate, determined by director, how.

290.515. After a public hearing at which any person may be heard, the director shall provide by regulation for the employment in any occupation of individuals whose earning capacity is impaired by physical or mental deficiency at wages lower than the wage rate applicable under sections 290.500 to 290.530. The individuals shall be employed as the director finds appropriate to prevent curtailment of opportunities for employment, to avoid undue hardship, and to safeguard the wage rate applicable under sections 290.500 to 290.530, except that no individual who maintains a production level within the limits required of other employees shall be paid less than the wage rate applicable under sections 290.500 to 290.530. Employees affected or their guardians shall be given reasonable notice of this hearing.

(L. 1990 H.B. 1881 § 7, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Learners and apprentices, wage rate, determined by director, how.

290.517. After a public hearing of which individual employees affected must be given reasonable notice, the director shall provide by regulation for the employment in any occupation, at wages lower than the wage rate applicable under sections 290.500 to 290.530, of such learners and apprentices as he finds appropriate to prevent curtailment of opportunities for employment. Such wage rate for learners and apprentices shall be not less than 90 cents less than the minimum wage established by sections 290.500 to 290.530. At no time may this provision be used for the purpose of evading the spirit and meaning of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 8, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Employer to keep records--director may inspect, records to be confidential.

290.520. Every employer subject to any provision of sections 290.500 to 290.530 or any regulation issued under sections 290.500 to 290.530 shall make and keep for a period of not less than three years on or about the premises wherein any employee is employed or at some other premises which is suitable to the employer, a record of the name, address and occupation of each of his employees, the rate of pay, the amount paid each pay period to each employee, the hours worked each day and each workweek by the employee and any goods or services provided by the employer to the employee as provided in section 290.512. The records shall be open for inspection by the director by appointment. Where the records required under this section are kept outside the state, the records shall be made available to the director upon demand. Every such employer shall furnish to the director on demand a sworn statement of time records and information upon forms prescribed or approved by the director. All the records and information obtained by the department of labor and industrial relations are confidential and shall be disclosed only on order of a court of competent jurisdiction.

(L. 1990 H.B. 1881 § 9, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Summary of law and wage rate, employer to post, how.

290.522. Every employer subject to any provision of sections 290.500 to 290.530 or of any regulations issued under sections 290.500 to 290.530 shall keep a summary of sections 290.500 to 290.530, approved by the director, and copies of any applicable wage regulations issued under sections 290.500 to 290.530, or a summary of the wage regulations posted in a conspicuous and accessible place in or about the premises wherein any person subject thereto is employed. Employers shall be furnished copies of the summaries and regulations by the state on request without charge.

(L. 1990 H.B. 1881 § 10, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Rulemaking authority.

290.523. The department may, in accordance with chapter 536, promulgate such rules and regulations as are necessary for the enforcement and administration of sections 290.500 to 290.530. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant

to chapter 536 to review, to delay the effective date, or to disapprove and annul* a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2008, shall be invalid and void.

(L. 2008 H.B. 1883 merged with H.B. 2041)

*Word "annual" appears in original rolls of H.B. 1883, 2008.

Violations—penalty.

290.525. Any employer who hinders the director in the performance of his duties in the enforcement of sections 290.500 to 290.530 by any of the following acts is guilty of a class C misdemeanor:

- (1) Refusing to admit the director to any place of employment;
- (2) Failing to make, keep and preserve any records as required under the provisions of sections 290.500 to 290.530;
- (3) Falsifying any record required under the provisions of sections 290.500 to 290.530;
- (4) Refusing to make any record required under the provisions of sections 290.500 to 290.530 accessible to the director;
- (5) Refusing to furnish a sworn statement of any record required under the provisions of sections 290.500 to 290.530 or any other information required for the proper enforcement of sections 290.500 to 290.530 to the director upon demand;
- (6) Failing to post a summary of sections 290.500 to 290.530 or a copy of any applicable regulation as required;
- (7) Discharging or in any other manner discriminating against any employee who has notified the director that he has not been paid wages in accordance with the provisions of sections 290.500 to 290.530, or who has caused to be instituted any proceeding under or related to sections 290.500 to 290.530, or who has testified or is about to testify in any such proceeding;
- (8) Paying or agreeing to pay wages at a rate less than the rate applicable under sections 290.500 to 290.530. Payment at such rate for any week or portion of a week constitutes a separate offense as to each employee;
- (9) Otherwise violating any provisions of sections 290.500 to 290.530. Each day of violation constitutes a separate offense.

(L. 1990 H.B. 1881 § 11, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Action for underpayment of wages, employee may bring—limitation.

290.527. Any employer who pays any employee less wages than the wages to which the employee is entitled under or by virtue of sections 290.500 to 290.530 shall be liable to the employee affected for the full amount of the wage rate and an additional equal amount as liquidated damages, less any amount actually paid to the employee by the employer and for costs and such reasonable attorney fees as may be allowed by the court or jury. The employee may bring any legal action necessary to collect the claim. Any agreement between the employee and the employer to work for less than the wage rate shall be no defense to the action. All actions for the collection of any deficiency in wages shall be commenced within two years of the accrual of the cause of action.

(L. 1990 H.B. 1881 § 12, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Law not to supersede more favorable existing law.

290.528. Any standards relating to minimum wages, maximum hours, overtime compensation or other working conditions in effect under any other law of this state on August 28, 1990, which are more favorable to employees than those applicable to employees under sections 290.500 to 290.530 or the regulations issued under sections 290.500 to 290.530, shall not be deemed to be amended, rescinded, or otherwise affected by sections 290.500 to 290.530 but shall continue in full force and effect and may be enforced as provided by law.

(L. 1990 H.B. 1881 § 13, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Law not to Interfere with collective bargaining rights.

290.530. Nothing in sections 290.500 to 290.530 shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum under the provisions of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 14, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

Definitions.

290.550. As used in sections 290.550 to 290.580, the following terms mean:

- (1) "Laborers from nonrestrictive states", persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the labor and industrial relations commission;
- (2) "Missouri laborer", any person who has resided in Missouri for at least thirty days and intends to become or remain a Missouri resident;

(3) "A period of excessive unemployment", any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures;

(4) "Public works", projects defined as public works pursuant to section 290.210.

(L. 1993 H.B. 416 & 417 § 1)

Law to apply to certain projects.

290.555. Sections 290.550 to 290.580 apply to all labor on public works projects or improvements, whether skilled, semiskilled or unskilled, and whether manual or nonmanual except work done directly by any public utility company and not let to contract.

(L. 1993 H.B. 416 & 417 § 2)

Certain laborers to be used on public works projects, when—contract provisions—exceptions.

290.560. Whenever there is a period of excessive unemployment in this state, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement for the state or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement, and every contract let by any such person shall contain a provision requiring that such labor be used, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

(L. 1993 H.B. 416 & 417 § 3)

Law not to apply to certain personnel.

290.565. The provisions of sections 290.550 to 290.580 shall not apply to regularly employed nonresident executive, supervisory or technical personnel.

(L. 1993 H.B. 416 & 417 § 4)

Federal projects, statutes not enforced, when.

290.570. In all contracts involving the expenditure of federal aid funds, sections 290.550 to 290.580 shall not be enforced in such manner as to conflict with any federal statutes or rules and regulations.

(L. 1993 H.B. 416 & 417 § 5)

Penalties for failure to use certain laborers, when.

290.575. Any person who knowingly fails to use Missouri laborers or laborers from nonrestrictive states as required in section **290.560** shall be guilty of an infraction. Each separate case of failure to use Missouri laborers or laborers from nonrestrictive states on such public works projects or improvements shall constitute a separate offense.

(L. 1993 H.B. 416 & 417 § 6)

Department to enforce law—Injunctive relief, when.

290.580. Sections **290.550** to **290.580** shall be enforced by the department of labor and industrial relations, which, as represented by the attorney general, is empowered to sue for injunctive relief against the awarding of any contract or the continuation of any work under any contract for public works or improvements at a time when the provisions of sections **290.550** to **290.580** are not being met.

(L. 1993 H.B. 416 & 417 § 7)

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Missouri General Assembly

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Rules of Department of Labor and Industrial Relations

Division 30—Division of Labor Standards Chapter 3—Prevailing Wage Law Rules

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**Title 8—DEPARTMENT OF
LABOR AND
INDUSTRIAL RELATIONS**

**Division 30—Division of
Labor Standards**

Chapter 3—Prevailing Wage Law Rules

**8 CSR 30-3.010 Applicable Wage Rates for
Public Works Projects**

PURPOSE: This rule sets forth applicable wage requirements relative to work performed by workers on public funded projects.

(1) All public bodies of Missouri, before advertising for bids or undertaking construction work, must obtain from the department an annual wage order which sets forth the applicable hourly rate of wages (the prevailing wage or the public works contracting minimum wage as provided in section 290.257) in the locality. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.

(2) Request for annual wage orders shall be initiated at least ten (10) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-3 for use in making a request. The form may be secured by writing Division of Labor Standards, PO Box 449, Jefferson City, MO 65102 or by visiting the following website: https://labor.mo.gov/sites/labor/files/pubs_for_ms/PW-3-AI.pdf.

(3) A project notification form PW-2 must be filed for each separate project by the public body, except the State Highways and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders.

(4) The annual wage order issued by the department contains the current applicable wage rates in the locality at the time the annual wage order is issued. Hours worked during the calendar year are used to set the prevailing wage rates in the annual wage order issued in March of the following year. The department will consider hours submitted for use in its initial determination of the prevailing wage rates to be included in a particular year's wage order only if those hours are

received from a contractor, by either paper submission on a form provided by the department or in electronic format, no later than January 31 of that year. Handwritten submissions will not be accepted. For purposes of submitting reportable hours, the term "contractor" shall include a "subcontractor." The department will not include the following hours in the calculation of the annual wage order:

(A) Hours not readily identifiable as being submitted by a contractor;

(B) Hours worked by federally-registered apprentices or entry-level workers;

(C) Hours worked on residential construction projects.

(5) Section 290.262.8, RSMo, provides that the annual wage order for a particular occupational title may be altered once each year with an incremental increase. A public body shall specify in the call for bids for each contract the applicable hourly rate of wages in the locality for each type of worker as set forth in the annual wage order or any replacement page(s) identifying the annual incremental increase issued by the department for the prevailing hourly rate of wages. The wage rates attached to, and made a part of, the call for bids for a contract shall remain in effect for the duration of that particular contract.

(6) It should be understood by all interested parties that the certified applicable wage rates determined by the department are minimum wage rates. The contractor may not pay less than the applicable wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(7) Each month the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. Payroll records shall set out accurately and completely, for each individual, the following information which shall be specifically recorded by occupational title classification and type of worker (journeyman, entry-level worker, or federally-registered apprentice): name and address of each worker, rate of pay, daily and weekly number of hours worked, deduction made, and actual wages paid. The payroll records shall be available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

(8) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210–290.580, RSMo, is discovered by the inspecting public body, it is their duty under section 290.250, RSMo, to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at PO Box 449, Jefferson City, MO 65102 or by telephone or electronically.

AUTHORITY: section 290.240.2, RSMo Supp. 2018. Original rule filed Dec. 18, 1975, effective Dec. 28, 1975. Amended: Filed July 24, 1984, effective Nov. 11, 1984. Amended: Filed Aug. 24, 1990, effective April 29, 1991. Emergency amendment filed Sept. 15, 1994, effective Sept. 25, 1994, expired Jan. 13, 1995. Emergency amendment filed Dec. 9, 1994, effective Jan. 14, 1995, expired May 13, 1995. Emergency amendment filed May 1, 1995, effective May 14, 1995, expired Sept. 10, 1995. Amended: Filed May 1, 1995, effective Aug. 30, 1995. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Amended: Filed March 27, 2000, effective Oct. 30, 2000. Amended: Filed Nov. 9, 2000, effective May 30, 2001. Emergency amendment filed Nov. 10, 2015, effective Nov. 20, 2015, expired May 17, 2016. Amended: Filed Nov. 10, 2015, effective April 30, 2016. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

Woodman Engineering Company v. Butler, 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.



City of Joplin v. Industrial Commission of Missouri, 329 SW2d 687 (Mo. En Banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

8 CSR 30-3.020 Definitions

PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of annual and general wage orders under the Prevailing Wage Law, sections 290.210-290.580, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards and the like, are part of the site of the building or con-

struction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant and the like, to the public works project raises a rebuttable presumption that the facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards and the like, of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent, previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

AUTHORITY: section 290.240, RSMo 1994.* Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996.

*Original authority: 290.240, RSMo 1957, amended 1959.

8 CSR 30-3.030 Apprentices and Entry-Level Workers

PURPOSE: This rule sets forth the requirements for the payment of wages to apprentices and entry-level workers employed on public works subject to the Prevailing Wage Law.

PUBLISHER'S NOTE: The secretary of state has determined that the publication of the entire text of the material which is incorporated by reference as a portion of this rule would be unduly cumbersome or expensive. This material as incorporated by reference in this rule shall be maintained by the agency at its headquarters and shall be made available to the public for inspection and copying at no more than the actual cost of reproduction. This note applies only to the reference mate-

rial. The entire text of the rule is printed here.

(1) Journeymen's rate of pay shall be paid to all workers employed on public works construction except entry-level workers or apprentices registered and participating in apprentice programs registered with the United States Department of Labor, Employment and Training Administration; and apprentices registered and participating in programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs. Such workers shall be paid not less than fifty percent (50%) of the applicable wage rate for a journeyman worker under the appropriate occupational title for a specific locality. In calculating the applicable wage rate for a journeyman worker, fringe benefits shall be included.

(2) As set forth in section 290.235, "on-the-job training workers" are defined as follows:

(A) "Federally-registered apprentices" - Workers participating in programs administered by the United States Department of Labor and subject to their specific requirements (See 29 U.S.C. section 50 and 29 C.F.R. 29) and workers participating in programs administered by the United States Department of Transportation and subject to their specific requirements. (See 23 U.S.C. section 113 and 23 C.F.R. 230); and

(B) "Entry-level workers"—Any worker who is not a journeyman and who is not otherwise enrolled in a federally-registered apprenticeship program but is participating in an on-the-job training program provided by the contractor for whom they perform work on a public construction project.

(3) Workers employed on federal-aid highway construction projects may be paid at an apprentice rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 U.S.C. 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

AUTHORITY: section 290.240, RSMo Supp. 2018.* Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended:



Filed Nov. 21, 2018, effective July 30, 2019.

*Original authority: 290.240, RSMo 1957, amended 1969, 2018.

8 CSR 30-3.040 Classifications of Construction Work

PURPOSE: The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.

(1) All public works construction, for which the prevailing hourly rate of wages or the public works contracting minimum wage of workers are to be determined, shall be classified as either—

- (A) Building construction; or
- (B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment or recreation, or for protection of people or equipment;

(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;

(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;

(D) Entire buildings that are built above-ground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;

(E) Excavation for the building itself, including backfilling inside and outside the building;

(F) Storm and sanitary sewers inside the building and to the curb line;

(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;

(H) Sidewalks other than those that are poured in connection with a street or road project;

(I) Driveways that are built to serve a building;

(J) Parking lots connected to a building and all structures built as parking facilities;

(K) Retaining walls built in conjunction

with a building project;

(L) Demolition of a building(s) as part of the site preparation for new building construction;

(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and

(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:

(A) Work in connection with roads, streets, parkways, alleys and highways including, but not limited to, grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;

(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;

(C) Work in connection with underground construction on tunnels and shafts;

(D) Railroad work in its entirety, including elevated railroads;

(E) Main and side sewers;

(F) Work in connection with airports, such as runways, roads, and streets, but excluding that which is listed as building construction;

(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;

(H) Sidewalks when poured incidental to a street or road project;

(I) Parking lots not incidental to a building construction project; and

(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

AUTHORITY: section 290.240, RSMo Supp. 2018.* Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.

*Original authority: 290.240, RSMo 1957, amended 1969, 2018.

8 CSR 30-3.050 Posting of Prevailing Wage Rates

PURPOSE: This rule sets forth the require-

ments for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.

(1) Contractors and subcontractors engaged in public works projects shall post the applicable hourly rate of wages (the prevailing wage or the public works contracting minimum wage as provided in section 290.257, excluding rates on projects for which the engineer's estimate or the bid accepted by the public body for the total project cost is less than seventy-five thousand dollars (\$75,000)) in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines, and the like, a contractor/subcontractor may post the applicable hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Applicable hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

AUTHORITY: section 290.240, RSMo Supp. 2018.* Original rule filed Aug. 24, 1990, effective April 29, 1991. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.

*Original authority: 290.240, RSMo 1957, amended 1969, 2018.

8 CSR 30-3.060 Occupational Titles of Work Descriptions

PURPOSE: The Department of Labor and Industrial Relations is required to determine the prevailing hourly rate of wages to be paid to each worker engaged in construction on a public works project, relative to the type of work performed by each worker. This rule describes by occupational title the type of work performed in the construction of a public works project in Missouri and sets forth the procedures to be followed in identifying each occupational title utilized on a public works project.

(1) Each occupational title defines by name the type of work performed in the construction of a public works project. The description of work designated for a particular occupational title is not intended to be jurisdictional in scope or nature, and is not to be construed as limiting or prohibiting workers from engaging in construction work falling within



several occupational titles.

(2) Each occupational title of work description shall be based upon the particular nature of the work performed, with consideration given to those trades, occupations or work generally considered within the construction industry as constituting a distinct classification of work. In determining occupational titles and scope of work definitions, the department shall consider the following:

(A) Collective bargaining agreements;

(B) *Dictionary of Occupational Titles*, as published by the United States Department of Labor; and

(C) Opinions of experts from organized labor and the opinions of contractors and contractor associations as they relate to the custom and usage applicable to the construction industry in Missouri.

(3) Interested parties who wish to submit wage information to be used in establishing the prevailing hourly rate of wages for a particular class or type of work are required to identify the work according to the applicable occupational title of work description set forth in this rule. Hours of work reported by a contractor or subcontractor to the department shall not be used to establish the prevailing hourly rate of wages if the party submitting the hours of work fails to identify the work under one of the occupational titles included in section 290.257.

(4) Any question as to the proper classification of work should be resolved before the work in question is commenced. Interested parties are encouraged to contact the Prevailing Wage Section of the Division of Labor Standards for an interpretation of these rules and for a determination of the appropriate occupational title of work description, relative to the class or type of work to be performed.

(5) The occupational titles and work descriptions for each type or class of work contained herein are valid throughout the entire state of Missouri. Through an objection to a wage order, an interested party may assert that any given description of work, as stated within this rule, does not apply to a specific occupational title(s) and that a different work description should apply to that occupational title(s). The interested party shall have the burden of proving by a preponderance of the evidence the inapplicability of the description of work within that particular occupational title, but shall be afforded the opportunity to do so in a hearing on an objection to the wage order before the Labor and Industrial Relations Commission.

(6) Occupational titles of work descriptions may be obtained from the department by written request to the director of the Division of Labor Standards, PO Box 449, Jefferson City, MO 65102 or by visiting the following website: <https://labor.mo.gov/DLS/PrevailingWage/pwContractors>.

(7) The occupational titles of work descriptions set forth here are as follows:

(A) Asbestos Worker—Applies to workers who apply insulation materials to mechanical systems to reduce loss or absorption of heat, prevent moisture condensation, and to deaden sound and prevent vibration. The workers remove all insulation materials from mechanical systems unless the mechanical system is being scrapped. The work falling within this occupational title of work description includes:

1. The preparation, including the building of enclosures and hanging polyurethane, and physical distribution on the job site of asbestos, cork, plastic, magnesite or similar materials, or other materials used as a substitute, and used as thermal insulation. The manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, making, hanging, application, adjusting, alteration, repairing, dismantling, reconditioning, corrosion control, and testing of heat or frost insulation, such as asbestos, cork, mineral wall, infusorial earth, mercerized silk, flax, fiber, fire felt, asbestos paper, asbestos curtain, asbestos millboard, fibrous glass, foam glass, styrofoam, polyurethane, polystyrene, metals, plastics, fibrous matter, roving, and resins, and the erection of scaffolding up to fourteen feet (14'), working platform;

2. The covering, including encapsulation, of boilers, tanks, refrigeration units, evaporators, turbines, fittings, valves, ducts, flues, vats, equipment, hot and cold pipes, or any other hot or cold surfaces with the insulation materials listed in this rule, used for the purpose of thermal insulation, fire stoppage, fireproofing, radiator protection, sound deadeners, and the lagging (covering) on piping; and

3. The removal of all insulation materials from mechanical systems, unless the mechanical system is being scrapped, whether they contain asbestos or not (pipes, boilers, ducts, flues, breechings). All cleanup required in connection with this work, shall include the sealing, labeling, and dropping of scrap material into the appropriate containers. (After drop, final disposal is considered to be the class or type of work falling within the occupational title of work description for second semiskilled laborer.);

(B) Boilermaker—Applies to workers who assemble, erect, and repair boilers, tanks,

vats, and pressure vessels according to blueprint specifications, using handtools, portable power tools, and equipment. The work falling within this occupational title of work description includes:

1. Locating and marking of reference points for columns on plates or foundations, using master straightedge, squares, transit, and measuring tape;

2. Using rigging or cranes to lift parts to specified positions;

3. Aligning structures or plate sections, using plumb bobs, levels, wedges, dogs, or turnbuckles;

4. Drilling, reaming, chipping, caulking, and grinding of structures and sections and bolting or welding them together;

5. Setting of drums and headers and installation of tubes;

6. Cleaning up as necessary in connection with this work; and

7. Riveting, acetylene burning, rigging, fitting-up, impact machine operating, unloading and handling of material and equipment where power equipment and rigging are required;

(C) Bricklayers—Applies to workers who prepare, lay, set, bed, point, patch, grout, caulk, cut, fit, plumb, align, level, anchor, bolt, or weld brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry. Also, the workers install expansion joint materials in brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry. The work falling within this occupational title of work description includes:

1. The unloading of brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry where power equipment and rigging are required;

2. The masonry paving and rip-rapping of all types, with or without mortar;

3. The reinforcing of masonry, including placing, tying, and setting of rods;

4. The application of insulation systems and materials, and air and/or vapor barrier systems and materials, by spray, trowel, roller, adhesive, or mechanically fastened in or to all masonry walls;

5. The caulking of abutting masonry openings in masonry walls, expansion joints, and false joints in all types of masonry;

6. The waterproofing of all types of masonry, which shall include installation and application of air and/or vapor barrier systems and materials by spray, trowel, roller, adhesive, or mechanically fastened; and

7. The cleaning, tuckpointing, sandblasting, steam cleaning, and Guniting work on all types of masonry;

(D) Carpenter (which shall include pile driver, millwright, lather, and linoleum layer)—Applies to workers who construct,



erect, install, and repair structures, structural members and fixtures made of wood, plywood, wallboard, and materials that take the place of wood, such as plastic, metals, composites, fiberglass, and Transit sheeting and Cemesto Board, using carpenter hand tools and power tools. The work falling within this occupational title of work description includes:

1. General Carpenter.

A. The layout of buildings or structures on the site or plot. The installation of aluminum expansion joints for buildings and bridge structure as well as concrete strike-off machines.

B. The making and setting of all concrete forms (except curb forms on heavy construction), including establishment of building lines or flow lines (box culverts, bridges) including footing forms. The making of all forms used in tilt-up construction. The layout, installation, and construction for wall forms and footing forms, all block-outs, wood or steel, layout, and installation of all embedded items.

C. The building and handling of scaffolds used by carpenters to work from. All scaffolding, constructed or assembled, fourteen feet six inches (14'6") and higher for normal or specialty use—regardless of purpose.

D. The building of rough wooden structures, such as concrete forms, scaffolds, wooden bridges, trestles, coffer dams, tunnel and sewer support, welding and burning.

E. The selection of specified type of lumber or other materials. Prepare layout, using rule, framing square, and calipers. Mark cutting and assembling lines on materials, using pencil, chalk, and marking gauge. Shape materials to prescribed measurements, using saws, chisels, and planes. Assemble, cut, and shape materials and fasten them together with nails, dowel pins, or glue. Erect framework for structures. Verify trueness of structure with plumb bob and carpenter's level. Apply decorative paneling to walls.

F. The installation of ladders, handrails, walkways, platforms, and gangways made of wood as well as shoring and lagging. Install doors and wood and metal windows and bucks, including hardware (bucks are rough frames in which finished frames are inserted) in building framework and brace them with boards nailed to framework. Install pallet racks and metal shelving. Install subflooring in buildings. Install insulation such as batt, board, safig, thermal, styrofoam, sound attenuation, fiberglass when the installation of the insulation material is not being applied as an integral part of the roofing system. Nail plaster grounds (wood or metal strips) to studding. Fit and nail sheathing on outer walls and roofs on

buildings. Install beams and trusses of wood laminate.

G. The making, handling, and setting of all frames, sash, blinds, trim, and other fixtures (for example, cabinets, bookcases, and benches), when made of wood or any wood substitute. The handling and assembly of chairs, seats, bleachers, and benches and other furniture in theaters, halls, schools, and other places of assemblage on floors of any kind. Install protection screens, chalk boards, toilet partitions (plastic laminate, solid plastic). Caulking of fixtures and countertops including Corian tub and shower enclosures.

H. The installation of wood and metal studs and exterior panels.

I. The handling, cutting, sawing, fitting of drywall (sheetrock), and lead-lined drywall whether for walls, ceilings, floors, soffits, or any use, no matter how installed—nailed, screwed, glued, or otherwise (interior, exterior). Lead-lined drywall is used in X rays to avoid radiation exposure. Install corner guards and wooden and plastic column covers.

J. The handling and installation of acoustical and egg crate ceiling systems in its entirety (hanger wire, grid, molding, tile) whether vertically or horizontally installed.

K. The installation of all builders hardware, including door tracks of every description. The installation of all weather strips. The making, fitting, and hanging of fly screens for doors, windows, and other openings.

L. Installation of wood and hollow metal doors, rollup garage doors, overhead doors or rolling fire doors, automatic doors, channel iron door bucks, glass sliding, and bi-fold doors.

M. The installation of access flooring, computer floors, and raised or elevated floors. Install modular headwall units and laboratory casework and fume hoods;

2. Pile Driver—The work falling within the occupational title of work description for pile driver includes:

A. The handling, layout, driving, cutting, and splicing of wood, metal, or concrete piling regardless of purpose (for example, sheets, I-beams, pile caps, and welding to piling);

B. The assembly, disassembly, and rigging of the pile driving equipment; and

C. The conduct of underwater diving that is incidental to pile driving work;

3. Millwright—Applies to workers who design, build, or repair mills or mill machinery; hoist, dismantle, erect, assemble, line, and adjust all machines used in the transmission of power in buildings, factories or elsewhere; unload machines used in the transmission of power in buildings, factories, or elsewhere, where power equipment and rigging

are required. The work falling within this occupational title of work description includes: the setting of all classes of engines, direct drive motors, dynamos, turbines, generators, and air compressors and pumps. The assembling, setting, and packing of all compressors and pumps. The placing of all pulleys, sheaves, and fly wheels on the listed equipment. The making and setting of all templates and bolts for all machinery requiring same. Drypacking for sole plates. Installation of truck and railroad scales. Installation of trash compactors. Installation of all types of conveyors. The cutting and threading of all bolts. The handling and operating of all acetylene and devices for heating, welding, and cutting when used in connection with millwright work;

4. Lather—Applies to workers who erect horizontal metal framework to which laths are fastened, using nails, bolts, studgun, or a combination of these, drills holes in floor and ceiling, and drives ends of wooden or metal studs into holes to provide anchor for furring or rockboard laths. The occupational title of lather applies to workers who nail, clip, or fasten, all types of wood, wire, and metal laths, plasterboard, wallboard, rockboard, gypsum, sheetrock, and acoustical materials which take the place of same to walls, ceilings, and partitions of buildings to provide supporting base for plaster, fireproofing, or acoustical material. The occupational title of work description for lather applies to workers who erect all metal plastering accessories which are covered or serve as ground, or both, guard, stock, or screed for plaster materials, including wire mesh. The work falling within the occupational title of work description includes:

A. The installing of carrying bars and purlins (pieces of horizontal timber), light iron, and metal furring (thin strips of wood or metal to create air space) of all descriptions, such as rods, channels, flat iron, T-bar, H-bar, and other ceiling bars or systems for the receipt of lath and board;

B. The wiring of plasterer channels to overhead structural framework to provide support for plaster or acoustical ceiling tile; and

C. The nailing of plaster grounds (wood or metal strips) to studding to provide a guide for those workers performing work falling within the occupational title of work description for plasterer;

5. Linoleum Layer—Applies to workers who measure, cut, sew, make-up and seam, tape, fit, lay, and install and seal and wax materials to be cemented, tacked, or otherwise applied to its base, wherever it may be. These materials may be used as shock-absorbing, sound-absorbing, or decorative coverings. With the exception of terrazzo,



magnesite, and latex built-up floors, the materials include oil cloth, matting, linen, carpet, synthetic turf, linoleum, vinyl, plastic, rubber, cork, mastic, asphalt, mastipave, tile, wood tile, interlocking and magnetic tile, chalk and bulletin board, nonslip or abrasive materials, resilient, decorative seamless surface coatings, monolithic coverings (monolithic shall mean all resilient seamless material such as epoxy, polyethylene, plastics and their derivatives, components and systems), and all other resilient coverings on floors, walls, counters, table tops, and ceilings. The work falling within the occupational title of work description includes:

A. The handling of materials at the point of installation;

B. The performing of all necessary preparation and finish work, such as sweeping, scraping, sanding, or chipping dirt and irregularities from base surfaces and filling cracks with putty, plaster, or cement grout to form smooth, clean foundations, drilling holes for sockets and pins;

C. The installing of underlayment, sanding and filling, fitting of metal edgings, metal corners, and caps and fitting devices for attachment of these materials;

D. The spreading of adhesive cement over floor to cement foundation material to the floor;

E. The laying of covering on cement; and

F. The rolling of finished floor to smooth it out and press cement into base and covering;

(E) Cement Mason (which shall include plasterer)—The work falling within this occupational title of work description includes:

1. Cement Mason - Applies to workers who perform work on concrete where finishing tools are used.

A. The setting of screeds, the rodding (buildings), shaping, smoothing, and finishing of the surfaces of freshly poured concrete floors, walls, sidewalks, curbs, steps, and stairways, the finishing of extruded barrier rails or any other concrete surface requiring finishing, using hand tools or power tools, including floats, trowels, screeds, and straightedge.

B. The removing of rough or defective spots from concrete surfaces, using grinder or chisel and hammer and patching holes with fresh concrete or epoxy compound preparatory to sacking.

C. The molding of expansion joints and edges, using edging tools, jointers, and straightedge.

D. The application of penetrating sealer and primer protective coatings to concrete floors and steps when part of the finishing process.

E. The installation of seamless com-

position floors and the installation and finishing of epoxy-based coatings or polyester-based linings to all surfaces, when the coatings or linings are applied by spraying or troweling.

F. The sandblasting or water blasting for architectural finish or preparatory to patching.

G. The cutting of joints with concrete saw for the control of cracks in buildings and sidewalks, driveways, and curbs and gutters contiguous to buildings.

H. The setting of concrete curb, gutter, and sidewalk forms one (1) board high up to twelve inches (12");

2. Plasterer - Applies to workers who apply gypsum, Portland cement, stucco, imitation stone, and kindred materials and products to interior walls, ceilings, and partitions and to exterior walls of buildings, and finish those materials and products.

A. The spreading of plaster over laths, masonry, or any other base, using trowel, and smoothing the plaster with darby and float for uniform thickness;

B. The application of the various manufacturers' brand names of thin coat or plaster veneer;

C. The application of all bonding agents and mastic;

D. The roughing of undercoat with wire or metal scraper to provide bond for succeeding coat of plaster;

E. The application of all malleable plastic materials and epoxy materials;

F. The setting in place of plaster-board, insulation board, styrofoam and bead-board, ground, locks, patent dots, cork plates, brownstone and acoustical tile, fiberglass reinforcement and finished products;

G. The plastering of joints, nail holes, and bruises on wallboard;

H. The grouting and filling of door bucks, runners, and similar installations, in conjunction with plastering operations;

I. The application of scratchcoat, browncoat, and finish coat of plaster to wood, metal or board laths successively to all ceilings and walls when finished with terrazzo or tile, and the application of any plastic material to same;

J. The fireproofing of all building assemblies with plaster materials, sprayed fiberglass or similar materials, whether applied to gypsum, metal lath, or directly;

K. The application of crushed stone, marble, or ceramic chips and broken glass where embedded in plaster, or similar materials;

L. The placing of acoustic blocks with any plastic material, regardless of thickness;

M. The placing, by any method, of plaster or composition caps and ornaments;

N. The creating of decorative textures in finish coat by marking surface of coat with brush and trowel or by spattering it with small stones (stucco) where plastering equipment or materials, or both, are used; and

O. The operation and control of all types of plastering machines, including power trowels and floats;

(F) Communications Technician—Applies to workers who install, inspect, repair, and service electronic and telecommunication systems. The work falling within the occupational title of Communication (Electronic/Telecommunication) Technician includes:

1. Installing, repairing, and servicing of radio, television, and recording systems and devices; systems for paging, intercommunication, public address, wired music, clocks, security and surveillance systems, and mobile radio systems; fire alarm and burglar alarm systems;

2. Wiring of low-voltage surface wiring and wiring in nonmetallic conduits and incidental shielded metallic conduit runs of no longer than ten feet (10') nor larger than one inch (1") when required in conjunction with the work listed in this rule;

3. Installing, repairing, servicing, or a combination of these, of the Main Distribution Frame (MDF) where the permanent outside lines entering a building terminate and where the subscriber's line multiple cabling and trunk multiple cabling originate. It is usually located on the ground floor of a building;

4. Installing, repairing, servicing, or a combination of these, of the Intermediate Distribution Frames (IDF), which provides flexibility in allocating the subscriber's number to the line unit or equipment in the office that is to be associated with the particular line. These frames are located on each floor of a building;

5. Installing, repairing, servicing, or a combination of these, of the subpanels (blocks). The subpanels are connecting devices where large feed cables terminate at the distribution frames;

6. Installing, repairing common equipment or key service unit, or a combination of these. This equipment consists of a back-board assembly and an equipment mounting frame, which are utilized for connecting external telephones;

7. Installing, repairing, servicing of the instruments, terminals, and sets, or a combination of these. This equipment is at either end of a circuit, or at a subscriber's or user's terminal;

8. Installing, repairing, servicing, or a combination of these, of the ancillary or add-on equipment such as bells, buzzers,



speakerphones, headsets, automatic dialers, recorders; and

9. Installing, repairing, servicing of the telephone cable, or a combination of these. Telephone cable includes: network channel service cable; riser cables between floors of a building; distribution cables installed on each floor of a building in the floor or the ceiling, and inside wires between the telephone and the connection to the distribution cable;

(G) Electrician—Applies to workers who are responsible for installation, assembly, construction, inspection, operation, and repair of all electrical work within the property lines of any given property (manufacturing plants, commercial buildings, schools, hospitals, power plants, parking lots). This scope of work shall begin at the secondary site of the transformer when the transformer is furnished by the local utility and the service conductors are installed underground. When service conductors are installed overhead in open air from wooden poles, this scope of work shall start immediately after the first point of attachment to the buildings or structures. The work falling within this occupational title of work description includes:

1. Planning and layout of electrical systems that provide power and lighting in all structures. This includes cathodic protection systems utilized to protect structural steel in buildings and parking structures;

2. All handling, moving, loading, and unloading of any electrical materials, materials used in association with an electrical system, electrical equipment, and electrical apparatus on the job site, whether by hand or where power equipment and rigging are required;

3. Welding, burning, brazing, bending, drilling, and shaping of all copper, silver, aluminum, angle iron, and brackets to be used in connection with the installation and erection of electrical wiring and equipment;

4. Measuring, cutting, bending, threading, forming, assembling, and installing of all electrical raceways (conduit, wireways, cable trays), using tools, such as hacksaw, pipe threader, power saw, and conduit bender;

5. Installing wire in raceways (conduit, wireways, troughs, cable trays). This wire may be service conductors, feeder wiring, subfeeder wiring, branch circuit wiring;

6. Chasing and channeling necessary to complete any electrical work, including the fabrication and installation of duct banks and manholes incidental to electrical, electronic, data, fiber optic, and telecommunication installation;

7. Splicing wires by stripping insulation from terminal leads with knife or pliers, twisting or soldering wires together, and applying tape or terminal caps;

8. Installing and modifying of lighting fixtures. This includes athletic field lighting when installed on stadium structures or supports other than wooden poles, or both;

9. Installing and modifying of all electrical/fiber optic equipment (AC-DC motors, variable frequency drives, transformers, reactors, capacitors, motor generators, emergency generators, UPS equipment, data processing systems, and annunciator systems where sound is not a part thereof);

10. Installing of raceway systems utilizing conduit, conduit bodies, junction boxes, and device boxes for switches and receptacles. This also may include wiring systems utilizing other methods and materials approved by the *National Electrical Code* (MC cable, AC cable, BX, or flexible metal tubing or electrical nonmetallic tubing);

11. Installing of main service equipment, distribution panels, subpanels, branch circuit panels, motor starters, disconnect switches, and all other related items;

12. Installing and wiring of instrumentation and control devices as they pertain to heating, ventilating, air conditioning (HVAC) temperature control and energy management systems, building automation systems, and electrically or fiber optic operated fire/smoke detection systems where other building functions or systems are controlled;

13. Installing conduit or other raceway greater than ten feet (10') when used for the following: fire alarm systems, security systems, sound systems, closed circuit television systems or cable television systems, or any system requiring mechanical protection or metallic shielding (telephone systems);

14. Testing continuity of circuit to insure electrical compatibility and safety of components. This includes installation, inspecting, and testing of all grounding systems including those systems designed for lighting protection; and

15. Removing electrical systems, fixtures, conduit, wiring, equipment, equipment supports, or materials involved in the transmission and distribution of electricity within the parameters of the building property line if reuse of any of the existing electrical system is required. This may include the demolition and removal and disposal of the electrical system;

(H) Elevator Constructor—Applies to workers who assemble and install electric and hydraulic freight and passenger elevators, escalators, dumbwaiters, and moving walks. The work falling within this occupational title of work description includes:

1. The handling, unloading, and hoisting of all equipment to be assembled or installed by workers performing work within this occupational title of work description,

from the time that equipment arrives at, or near the building site;

2. The wrecking or dismantling of elevator plants, to include elevators, escalators, dumbwaiters, moving walks, and all other equipment to be reused and assembled or installed by workers performing work within this occupational title of work description;

3. The sinking, drilling, boring, digging cylinder wells, or backfilling for hydraulic lifts, hydraulic elevators, or screw lifts;

4. The layout, erecting and assembling of all elevator equipment (for example, electric, hydraulic, steam, belt, compressed air, and hand-powered elevators; dumbwaiters, residence elevators, parking garage elevators), and the assembly of all escalators, moving walks and link belt carriers;

5. The erecting and assembly of all theater stage and curtain equipment and guides and rigging to them, organ consoles, and orchestra elevators;

6. The installing of all wiring, conduit, and raceways from the first point of attachment of main feeder terminals on the controller to other apparatus and operating circuits;

7. The operating of temporary cars; and

8. The installing of all elevator enclosures, fronts, fascias, sills, frames, and bucks;

(I) Glazier—Applies to workers who select, cut, prepare, handle, install, or remove all window glass, plate, and all other types of glass, including structural glass, mirror glass, tempered and laminated glass, safety or protection glass, all types of insulating glass units, all plastics or other similar materials when used in place of glass and when set or glazed with putty, moulding rubber, cement, lead, and all types of mastic, or other materials used in place of same. The workers performing work within this occupational title of work description install these materials in windows, louvers, doors, partitions, skylights, and on building fronts, walls, ceilings and tables, whether the materials are set in wood, stone, cement, or metal of all types. The work falling within the occupational title of work description includes:

1. The installing of mirrors of all types;

2. The marking of an outline or pattern on glass and cut glass with a glasscutter;

3. The breaking off of excess glass by hand or with a notched tool;

4. The fastening of glass panes into wood sash with glazier's points, and the spreading smooth of putty around the edge of panes with a knife to seal joints;

5. The installing of metal window and door frames into which glass panels are to be fitted or sliding windows. The bolting of metal hinges, handles, locks, and other hardware to prefabricated glass doors;



6. The installing of mirror or structural glass on building fronts, walls, ceilings or tables, using mastic, screws, or decorative moulding;

7. The installing of metal-framed glass enclosures for showers, bathtubs, and skylights; and

8. The installing, cutting, and removal of all window glass, plate, and all other types of glass, including structural glass, mirror glass, tempered and laminated glass, safety or protection glass, all types of insulating glass units, all plastics or other similar materials when used in place of glass and when set or glazed with putty, molding rubber, cement, lead, and all types of mastic, or other materials used in place of same;

(J) Ironworker—Applies to workers who perform work in connection with field fabrication, erection, or both, installation, removal, wrecking, and dismantling of structural, architectural, and reinforcing iron and steel, ornamental lead, bronze, brass, copper, and aluminum, and plastics or other materials when used in place of them. The work falling within the occupational title of work description includes:

1. Structural. The unloading, erecting, bolting-up, plumbing-up, welding, and installing of structural steel, including any field fabrication;

2. Reinforcing. The unloading, carrying, placing, and tying of all concrete reinforcing, such as re-bar, wire mesh, expanded metal or post tensioning cable (including the tension process) or prestress cables when installed on the job site;

3. Rigging. The unloading, moving, handling, placing, and setting of electrical machinery and equipment when rigging or power equipment, or both, is used (with the exception of setting of electric motors). The assembly and erection of radio and television and other structural steel towers (with the exception of electrical transmission towers). The unloading, handling, moving, and placing of machinery to be assembled or dismantled, erected, or installed to its approximate position (over the anchor bolts);

4. Windows. The installation of metal windows (with the exception of store fronts display windows), curtain walls, and metal panels. The caulking of metal-to-metal joints and metal-to-brick;

5. Doors. The erection of curtain type doors (overhead rolling-type doors), heavy industrial doors when made of metal, fire doors, and exterior metal hinged doors that carry a fire underwriters label are erected by iron workers;

6. Sheeting and decking. The installation of sheeting which is attached to metal framework including metal floor decking;

7. Metal buildings. The erection and

installation of structural steel and sheet metal packaged buildings when they come in a package unit, such as Butler, Delta, Varco Prudent, or other name brand packaged buildings. The installation of all doors, windows, and insulation (when installed in conjunction with sheeting) in the packaged buildings. The installation of metal siding and metal roof decking, regardless of the fastening method or the object to which it is fastened;

8. Elevators. The installation of elevator doors for gates manually operated and all elevator enclosures, fronts, fascias, sills, frames, and bucks;

9. Precast. The unloading and installation/erection of precast bridge girders, single T's, double T's, top panels, and tilt-up slabs; and

10. Other. The installation of all catwalks, stairways, and hand rails made of aluminum, bronze, or any type of metal, glass or plastic. The installation of ornamental iron, such as revolving doors, gates, handrails, window grills, jail and cell work, and chain link fences. The installation of dry storage bins, hoppers, chutes, and conveyors where sand ore, coal, or any dry component is stored or transferred. The erection, installation, removal, wrecking, and dismantling of bridges, viaducts, cableways, tramway, monorail transportation systems. The erection, installation, removal, wrecking, and dismantling of locks, gates, metal forms, railings (including pipe). The erection, installation, removal, wrecking, and dismantling of frames in support of boilers. The installation of metal siding and metal roof decking, regardless of the fastening method, or the object to which it is fastened. The handling, burning, welding, and tying of all materials used to reinforce concrete structures. The installation and erection of TV and microwave towers, self-supporting towers, or guy towers. The installation of metal guardrails with metal posts and highway signage;

(K) General Laborer (including first semi-skilled laborer and second semi-skilled laborer)—Consists of providing routine manual labor. This work encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for laborer, as applicable to building construction, are as follows:

A. Laborer. The work falling within this subtitle of work description includes:

(I) Being included in one (1) of the following categories: flagmen, heaters, material plant man, carpenter tender, landscaper, signalman, wrecker (old/new structures),

form handler, or posthole digger;

(II) Cleaning and clearing of all debris for all crafts, loading and unloading, conveying, distributing, construction material by hand and collecting and hoisting debris, backfilling, grading, and landscaping by hand;

(III) Covering of tanks, structures, and material piles with tarpaulins or other materials. Cleaning of masonry and other type walls and windows. Signaling and hoisting concrete buckets and for all other material handled by workers falling within the occupational title of work description for laborer;

(IV) Providing drinking water. Handling and cleaning of concrete chutes. Cleaning of concrete spills and chipping where hand tools are required. Performance of work necessary in remedying defects in concrete caused by leakage, bulging, sagging, or shifting of forms when finishing tools are not used. Jackhammer and paving breaker, air compressors, motor buggies, pumps (removal of water), except set-up men and nozzle men, chipping tool operator, concrete mixer operator (up to and including two- (2-) bag capacity); and

(V) Laying nonpressurized pipe for downspout drain lines, header lines, or laying of nonpressurized conduit, or a combination of these, for the carrying of storm water, waste, sewage, gravity flow lines, catch basins and manholes, effluent lines, originating outside the building and all those lines originating inside the building at the first Y, T, or connection outside the building;

B. First semiskill laborer. The work falling within this subtitle of work description includes: hod-carriers, plasterers, and cement mason tenders (who assist bricklayers, plasterers, and cement masons). The mixing, packing, wheeling, and tempering of mortar and fire clay. The mixing, handling and conveying of all other materials used by bricklayers, plasterers, and cement masons (for example, brick, tile, stone and cast stone), whether done by hand or using a forklift (walk behind or similar types). Building of scaffolds, trestles, boxes, and swinging staging for bricklayers, plasterers, and cement masons; and

C. Second semiskill laborer. The work falling within this subtitle of work description includes: concrete pump set-up men and nozzle men, tile layers and bottom men, on sewers and drains, cutting torch, and burning bar (demolition), trench, or pier holes twelve feet (12') or over, wagon drill, air track or any mechanical drill, powder man, tamper, one hundred pounds (100 lbs.) or over, laborers working for mechanical and electric contractors (including but not limited to digging of all trenches, ditches, holes, paving of concrete, and cleaning of all trash),



paving breaker, jackhammer and vibrator, laser beam man for sewer, grade checker for roads and railroads, asbestos removal (except mechanical systems that are not being scrapped and any type of roofing where the roof is to be relaid), hazardous waste removal, disposal work, or any combination of these.

2. Heavy/highway construction. The subtitle falling within the occupational title of work description for general laborer, as applicable to heavy/highway construction, are as follows:

A. Laborer. The work falling within this subtitle of work description includes: carpenters tenders, salamander tenders, dump man, ticket takers, flagman, loading trucks under bins, hoppers and conveyors, track men, cement handler, dump man on earth fill, Georgia buggy man, material batch hopper man, spreader on asphalt machine, material mixer man (except on man holes), coffer dams, riprap pavers—rock, block, or brick, signal man for materials handled by laborers, scaffolds over ten feet (10') not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, work in connection with nonpressurized pipelines, such as nonpressurized sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile, and duct lines and other nonpressurized pipelines; power tool operator; work performed by hand in connection with hydraulic or general dredging operations, form setters (curb and gutter), puddlers (paving only), straw blower nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties or creosote materials, men working with and handling epoxy material(s), topper of standing trees, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, guardrail and temporary signs, pile dike and revetment work, all laborers working on underground tunnels less than twenty-five feet (25') where compressed air is not used, abutment and pier hole men working six feet (6') or more below ground, men working in coffer dams for bridge piers and footings in the river, Barca tamper, Jackson or any other similar tamp, cutting torch man, liners, curb, gutters, ditchliners, hot mastic kettleman, hot tar applicator, hand blade operators and mortar men on brick or block manholes, rubbing concrete, air tool operator under sixty-five pounds (65 lbs.), caulker and led man, chain or concrete saw under fifteen horsepower (15 HP). The unloading, handling, and carrying of concrete reinforcing bars, by hand, to the areas in which they are used, wrecking, stripping, dismantling, cleaning, moving, and oiling of all concrete forms; digging and laying sewer tile; and

B. Skilled laborer. The work falling within this subtitle of work description includes: vibrator man, asphalt raker, head pipe layer on sewer work, batterboard man on pipe and ditch work, cliff scalers working from Bosun's chairs, scaffolds, or platforms on dams or power plants over ten feet (10') high, air tool operator over sixty-five pounds (65 lbs.), stringline man on concrete paving and the like, sandblast man, laser beam man, wagon drill, churn drill, air track drill, and all other similar type drills, jackhammers, and other pneumatic hammers and tampers, Guniting nozzle man, pressure grout man, screed man on asphalt, concrete saw fifteen (15) HP and over, grade checker, stringline man on electronic grade control, manhole builder, dynamite man, powder man, welder, tunnel man waterblaster—one thousand pounds per square inch (1000 psi) over, asbestos (except mechanical systems that are not being scrapped), hazardous waste removal, disposal, or any combination of these;

(L) Mason (which shall include marble mason, marble finisher, terrazzo worker, terrazzo finisher, tile setter, and tile finisher).

1. Marble Mason-Terrazzo Worker—The work falling within the occupational title of work description for Marble Mason-Terrazzo Worker includes:

A. The installing of marble, mosaic, venetian enamel, and terrazzo; the cutting and assembling of mosaics and art ceramics; the casting of all terrazzo on the job site; all rolling of terrazzo work;

B. The preparing, cutting, layering, or setting of metal, composition, or wooden strips and grounds on all bedding above concrete floors or walls; and the laying and cutting of metal, strips, lath, or other reinforcement, where used in terrazzo work;

C. The installing of cement terrazzo, magnesite terrazzo, dex-o-tex terrazzo, epoxy matrix terrazzo, exposed aggregate. Rustic or rough wash of exterior or interior of buildings. The mixing or applying of any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz ceramic colored quartz, and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride, or any other resinous or chemical substances used for seamless flooring systems. The applying of binding materials when used on walls, floors, ceilings, stairs, saddles, or any other part of the interior or exterior of the building, or other work not considered a part of the building such as fountains, swimming pools;

D. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the fin-

ished base and troweled or rolled into the finish and then the surface ground by grinding machines (When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work falls within the occupational title of work description for cement masons.); and

E. The carving, cutting, and setting of all marble, slate, including slate backboards, stone, alabaster, carrara, sanionyx, vitrolite, and similar opaque glass, scagliola, marble-ite, and all artificial, imitation, or case marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative, and other purposes inside of buildings of every description wherever required, including all polish, honed, or sand finish.

2. Marble Finisher—The work falling within the occupational title of work description for Marble Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods to prepare surface for Marble Mason installation of construction materials on floor and/or walls; the movement of marble installation materials, tools, machines, and work devices to work areas; the erection of scaffolding and related installation structures;

B. The movement of marble slabs for installation; the drilling of holes and the chiseling of channels in edges of marble slabs to install wall anchors, using power drill and chisel; the securing of marble anchors to studding, using and covering ends of anchors with plaster to secure anchors in place;

C. The supply and mixture of construction materials for Marble Mason; the mixture of grout, as required, following standard formulas and using manual or machine mixing methods; the application of grout to installed marble; the movement of mixed mortar or plaster to installation area, manually or using wheelbarrow;

D. The removal of excess grout, using wet sponge; the cleaning of installed marble surfaces, work and storage areas, installation tools, machinery, and work aids, using water and cleaning agents;

E. The modification of mixing, material moving, grouting, polishing, and cleaning metal pieces, using a torch, spatula, and heat sensitive adhesive and filler;

F. The removal of marble installation materials and related debris from immediate work area; the storing of marble, installation material tools, machines, and related items; and

G. The provision of assistance to Marble Mason with the following tasks: bending or forming of wire to form metal anchors, using pliers; inserting anchors into holes of marble slab; securing anchors in



place with wooden stakes and plaster; selecting marble slab for installation following numbered sequences or drawings; grinding and polishing marble, using abrasives, chemical and/or manual, in machine grinding and/or polishing techniques, under Marble Mason's direction; the moving and positioning of marble.

3. Terrazzo Finisher—The work falling within the occupational title of work description for Terrazzo Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods to prepare surface for Terrazzo Worker installation of construction materials on floors, base, and/or walls; the moving of terrazzo installation materials, tools, machines, and work devices to area, manually or using wheelbarrow;

B. The supply and mixture of construction materials for Terrazzo Worker; the preparation, mixture by hand, mixture by mixing machine, or transportation of premixed materials and the distribution with shovel, rake, hoe, or pail, of all kinds of concrete foundations necessary for mosaic and terrazzo work; the dumping of mixed materials that form base or top surface of terrazzo into prepared installation site, using wheelbarrow; the measuring of designated amounts of ingredients for terrazzo or grout, using graduated containers and scale, following standard formulas and specifications, and the loading of portable mixer using proper means of transport; the mixture of materials according to experience and requests from Terrazzo Worker;

C. The spreading of marble chips or other material over fresh terrazzo surface and the pressing of the material into terrazzo by use of a roller; the application of grout finishes to surfaces of installed terrazzo; the spreading of grout across terrazzo to finish surface imperfections, using trowel; the installation of grinding stones in power grinders, using hand tools; the fine grinding and polishing of the surface of terrazzo, when grout has set, using power grinders; the application of curing agent to installed terrazzo to promote even curing, using brush or sprayer; the cutting of grooves in terrazzo stairs, using power grinder, and the filling of grooves with nonskid material;

D. The modification of mixing, grouting, grinding, and cleaning position and the securing of moisture membrane and wire mesh prior to pouring base materials for terrazzo installation;

E. The washing of the surface of polished terrazzo, using cleaner and water, and the application of sealer, according to manufacturer specifications, using brush; the cleaning of the installation site, and storage areas, tools, machines, and equipment; the

removal of Terrazzo Worker materials and related debris from immediate work area; and

F. The provision of assistance to Terrazzo Worker with the following tasks: grinding surfaces of cured terrazzo; using power grinders.

4. Tile Setter—The work falling within the occupational title of work description for Tile Setter includes:

A. The application of tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools, and all places where tiles may be used to form a finished surface for practical use, sanitary finish, or decorative purpose. (Tile includes all burned clay products, as used in the tile industry, either glazed or unglazed, all composition materials; all substitute materials in single units up to and including, fifteen inches by twenty inches by two inches (15" × 20" × 2") (except quarry tiles larger than nine inches by eleven inches (9" × 11")) and all mixtures in the form of cement, plastics, and metals that are used as a finished surface.);

B. The cutting and shaping of tile with saws, tile cutters, and biters; and

C. The positioning of tile and tapping it with a trowel handle to affix tile to plaster or adhesive base.

5. Tile Finisher—The work falling within the occupational title of work description for Tile Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods for Tile Setter to install construction materials on floors and walls; the movement of tiles, tile setting tools, and work devices from storage area to installation site manually or using wheelbarrow;

B. The supply and mixture of materials for Tile Setter; the supply and mixture of construction materials for Tile Setter; the mixture of mortar and grout accordingly to standard formulas and request from Tile Setter using bucket, water hose, spatulas, and portable mixer; the modification of mixing, grouting, grinding, and cleaning procedures according to type of installation or material used; the supply to Tile Setter of mortar, using wheelbarrow and shovel; the application of grout between joints of installed tile, using grouting trowel; the application of grout; the cutting of installed tile;

C. The removal of excess grout from tile joints with a sponge and scraping of corners and crevices with a trowel; the application of caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment;

D. The wiping of surfaces of tile after grouting to remove grout residue and polish tile, using non-abrasive materials; the removal of Tile Setter materials and related

debris from immediate work area; the cleaning of installation site, mixing and storage tools, and equipment, using water and various cleaning tools; the storing of tile setting material machines, tools, and equipment; and

E. The provision of assistance to Tile Setter to secure position of metal lath, wire mesh, felt paper, Dur/rock or wonderboard prior to installation of tile;

(M) Operating Engineer (which shall include operating engineer group I, operating engineer group II, operating engineer group III, operating engineer group III-A, operating engineer group IV, and operating engineer group V)—Applies to workers who perform work falling within the occupational title of work description for operating engineer/portable and hoisting operator, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment. This occupational title encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for operating engineer, as applicable to building construction, are as follows:

A. Group I—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: crane (for example, crawler or truck); dragline—clam shell—gradall; Derrick (all types); kimmer scoop; power shovel or backhoe over one (1) cubic yard; pile driver (for example, land or floating); Whirley; mechanic and welder; hydraulic, self-propelled crane; stinger or cherry picker crane; switch boat; concrete portable plant/concrete mixer paver; cableways;

B. Group II—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: asphalt paver and spreader/concrete spreader; asphalt plant mixer operators; asphalt plant operator; backfillers; back hoe (under one (1) cubic yard); Barber-Green loader (similar type); blade—power, all types; boats—power; boilers; boring machine (all types, including tunnel boring); brooms—power operated (all types); concrete saw (self-propelled); chip spreader (front man); clef plane operators; combination concrete hoist and mixer such as mix or mobile; crab—power operated; crusher rock; ditching machine; dozer/dredges;



finishing machine; firemen on rigs; flex plane; floating machine; form grader; greaser; hoist operator (all types); hopper—power operated; hydra hammer (all types); Lad-A-Vator—similar type; loaders—all types, including skid-steer (for example, Bobcat); locomotives (all types); curb finishing machine; mucking machine; orange peels; pumps (all types); push cats; rollers (all types); scoops (all types except skimmer scoop); self-propelled rotary drill; air compressors (all types); side boom; siphons, jets, and jennies; welding machine; subgrader; testhole machine; throttle man tractors over fifty (50) HP; air tugger with air compressor; anchor placing barge; Ahoy force feeder loader (self-propelled); bull float; pipe cleaning/wrapping machine; conveyor; heaters, fuel fired with forced air; quadtrack; tie tamper; vibrating machine; well drilling machine; forklift (except masonry forklift);

C. Group III—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: tractors (under fifty (50) HP); distributor (bituminous); scissor lift; small machine (operator); mud jack; wench truck operator; pug mill operator; elevator-push button; A-frame truck; mixers; oilers;

D. Group III-A—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as a masonry forklift;

E. Group IV—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as a self-propelled floor sweeper; and

F. Group V—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: elevator—auto; air pressure oiler; air pressure engineer.

2. Heavy/highway construction. The subtitles falling within the occupational title of work description for operating engineer, as applicable to heavy/highway construction, are as follows:

A. Group I—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: asphalt finishing machine and trench; widening spreader;

asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator (all types); boat operator (all types); boilers—two (2); central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; Derrick or Derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; high-loader including skid steer (for example, Bobcat); hoisting engine—two (2) active drums; launchhammer wheel; locomotive operator—standard gauge; mechanics and welders; mucking machine; piledriver operator; Pitman crane operator; push cat operator; quadtrack; scoop operator—all types; shovel operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane;

B. Group II—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: A-frame truck; asphalt hot mix silo; asphalt plant fireman, drum or boiler; asphalt plant mixer operator; asphalt plant man; asphalt roller operator; backfiller operator; Barber-Greene loader; chip spreader; concrete mixer operator, skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; forklift; greaser—fleet; hoisting engine—one (1); locomotive operator—narrow gauge; multiple compactor; pavement breaker; power-broom—self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator—over fifty (50) HP; winch truck;

C. Group III—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: boilers—one (1); chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator self-propelled; curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high-type asphalt; screening and washing plant operator; siphons and jets; subgrading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator—combination boiler and booster; tractor operator fifty (50) HP or less; Umac, Ulric, or similar spreader; vibrating machine operator, not hand;

D. Group IV—This subtitle applies to

workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as an oiler or oiler-driver (fireman—rig; maintenance operator);

(N) Outside-lineman, lineman operator, groundman, lineman tree trimmer, groundman tree trimmer, and any combination thereof.

1. Outside-lineman—Applies to workers who erect and repair transmission poles (whether built of wood, metal, or other material), fabricated metal transmission towers, outdoor substations, switch racks, or similar electrical structures, electric cables, and related auxiliary equipment for high-voltage transmission and distribution powerlines used to conduct energy between generating stations, substations, and consumers. The work (overhead and underground) falling within this occupational title of work description includes:

A. Construction, repair, or dismantling of all overhead and underground electrical installations. The handling and operation of all equipment used to transport men, tools, and materials to and from the job site. The framing, trenching, digging, and backfilling of vaults, holes and poles, and anchors (by hand or mechanical equipment), guying, fastening to the stub-in on concrete footings or pads, assembling of the grillage, grounding of all structures, stringing overhead wire, installing underground wire, splicing, and installation of transformers;

B. Construction and repair of highway and street lighting and traffic signal systems, cathodic protection systems, and ball field lighting systems;

2. Lineman operator—Operates equipment used on the outside line portion of a project. The lineman operator assists linemen in the performance of their work but does not climb or work out of any type of aerial lift equipment. The lineman operator does not perform any work that requires the use of hand tools;

3. Groundman—Work performed on the ground to assist the journeymen outside line construction/lineman on work not energized. Groundmen use jack hammers, air drills, shovels, picks, tamps, trenching equipment, and other such tools for excavating and/or compacting dirt or rock on the outside line portion of a project but do not use hand tools;

4. Lineman tree trimmer—Trimming and removal of trees, stumps, limbs, brush, and other related tasks in and around electrical systems by use of chainsaws, pruners, pole saws, and hand saws only when specifically required to provide clearance and right-of-way preparation for installation of overhead or underground high-voltage electric



utility lines, and excluding the clearance of right-of-ways related to heavy-highway construction or other public projects not directly related to the installation of electrical utility lines. Lineman tree trimmer work may be performed on the ground and in the air; and

5. Groundman tree trimmer—Assists the lineman tree trimmer in the performance of their work using rakes, chainsaws, chippers, and industrial mowers in and around electrical systems only when specifically required to provide clearance and right-of-way preparation for installation of overhead or underground high-voltage electric utility lines, and excluding the clearance of right-of-ways related to heavy-highway construction or other public projects not directly related to the installation of electrical utility lines. Groundman tree trimmer work is only performed on the ground;

(O) Painter—The work falling within the occupational title of work description for painter includes:

1. Preparation of surfaces. The washing, cleaning, pointing, and taping of drywall, regardless of material used, and smoothing of surfaces, using sandpaper, brushes, or steel wool. The removal of old paint or other coatings from surfaces, using paint remover, scraper, wire brushing, sandblasting, water blasting, liquid steam, or by any other similar process. The filling of nail holes, cracks, and joints with putty, plaster, or other fillers;

2. Color matching and mixing. The application of paint, varnish, stain, enamel, lacquer, vinyl, wallpaper, and other materials of whatever kind of quality applied to walls or ceilings with paste or adhesive, using brushes, spray gun (spray painter), or paint rollers. The application of polyurethane elastomers, vinyl plastics, neoprene, resin, polyester, and epoxy as waterproofing or protective coatings to any kind of surface (except roofs) when applied with brushes, spray guns, or rollers;

3. Texturing and decorating. The erecting of scaffolding or setting up of ladders to perform the work above ground level. The paperhanging of walls and ceilings with decorative wall coverings made of fabric, vinyl, or paper. The preparing of the surface to be covered by applying sizing, which seals the surface and makes the covering stick better. The removal of the old covering by soaking, steaming, or applying solvents. The patching of holes and other imperfections before applying the new wall covering. The measuring of the area to be covered; the cutting of the covering into strips of the proper size, the checking of the covering for flaws and the examination of the pattern so it can be matched when the strips are hung. The preparation of paste or other adhesives according to manufacturers' directions, and the brush-

ing or rolling it on the covering. The placing of the strips on the wall or ceiling, to match adjacent patterns. The smoothing of the strips to remove bubbles and wrinkles; the trimming of the top and bottom with a razor blade; and the painting or taping of highway striping, or both; and

4. Cleanup. The cleanup of tools and equipment required in connection with work falling within this occupational title;

(P) Plumber (which shall include pipe fitter).

1. General Plumber—Applies to workers who install and repair domestic potable water lines, gravity waste disposal systems inside the curb or fence lines, plumbing fixtures such as: bathtubs, sinks, and toilets—and appliances such as, dishwashers and water heaters. The work falling within the occupational title of work description for plumber includes:

A. Assembling and installing piping systems, fixtures and equipment for the transportation of domestic water and sewage. Piping systems installed in structures (for example, buildings, industrial plants) to the first Y, T, or connection located outside the building;

B. Cutting, threading, and bending pipe. Joining pipes by use of screws, bolts, fittings, solder, welding brazing, and caulking or any other method of making joints in the plumbing industry;

C. Assembling, installing, and repairing valves, pipe fittings, and pumps. Testing the piping system. Installing and repairing plumbing fixtures, such as sinks, bathtubs, water heaters, and water softeners; and

D. Cutting holes in floors and walls for pipes with point and hammer, core drill, or both.

2. Pipe Fitter—Applies to workers who fabricate, install, and repair piping systems to include: water and waste processing systems; heating and air-conditioning systems, pneumatic controls, and pneumatic delivery systems; powerhouse and all pressurized piping systems; gas, oxygen systems; gasoline systems not for public sale. The work falling within this occupational title of work description includes:

A. Piping systems installed in structures (for example, buildings, industrial plants, and the like);

B. Cutting, threading, and bending pipe. Joining pipes by use of screws, bolts, fittings, solder, welding, and caulking, or any other method of making joints in the pipefitting industry;

C. Assembling, installing, and repairing valves, pipe fittings, and pumps. Testing the piping system. Cutting holes in floors and walls for pipes with point and hammer, core drill, or both;

D. Installing of distribution lines (for example, water mains, sewer mains, oil and gas lines);

E. Welding of steel pipe joints and joining pipes with screws, bolts, fittings, solder, caulking, or any other method for making joints in the industry; and

F. Joining ductile iron and plastic pipes by using any method for making joints in the industry, when the pipe will be under pressure;

(Q) Roofer—Applies to workers who apply and install any and all types of roofing materials, other than sheet metal. The work falling within this occupational title of work description includes:

1. The installation of slate and tile and all substitute materials taking the place of slate and tile used for roofing including flat or promenade slate, with necessary metal flashing to make water-tight;

2. The cementing in, on, or around slate and tile roofs. The laying of felt or paper beneath the slate and tile. The dressing, punching, and cutting of all roof slate or tile either by hand or machinery;

3. The installation of all forms of plastic, slate, slag, gravel; asphalt and composition roofing; rock asphalt mastic when used for damp and waterproofing; prepared paper; compressed paper and chemically prepared paper, and burlap with or without coating. The installation of all damp resisting preparations regardless of the method of application in or outside of building. The installation of damp courses, sheeting, or coating on foundation work and tarred roofs. The laying of the tile or brick, when laid in asphalt or pitch tar;

4. The installation and application of new materials used in roofing, water-proofing, encapsulation, and containment process including all forms of elastomeric or plastic (elastoplastic), or both, roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. The installation of aggregates or stone, used as a ballast for inverted roofing membrane assembly, or roof of similar construction where insulation is laid over the roofing membrane. The sealing and caulking of seams and joints on these elastoplastic systems to insure water-tightness. The applying of liquid-type elastoplastic preparation for roofing, damp, or waterproofing when applied with a squeegee, trowel, roller, or spray equipment whether applied inside or outside of a building. The priming of surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three- (3-) knot brush, or spray systems. The waterproofing of all types of preformed panels;

5. The application of all types of spray-in-place such as urethane or polyurethane, and the coatings that are



applied over them;

6. The application of roof insulation, when the insulation material is applied as an integral part of the roofing system, whether the insulation material is applied as the first, last, or any other layer in between;

7. The operation and servicing of all kettles, bulk tankers, stationary heating tankers, and other types of equipment and tools used to accomplish this work (including heating systems for the operation of the equipment); and compressors for applying roofing material components, roof and mop carts, hydraulics, tools and equipment, be it hand or power, needed to apply waterproofing, insulated, and roofing materials;

8. The handling, hoisting, and storing of all roofing, damp, and waterproofing materials; and

9. The tear-off, removal, or both, of any type of roofing, all spudding, sweeping, vacuuming, cleanup, or a combination of these, of any areas of any type where a roof is to be relayed;

(R) Sheet Metal Worker—The work falling within the occupational title of sheet metal worker includes:

1. The handling, conditioning, assembling, installing, servicing, repairing, altering, and dismantling of the duct work for the heating, ventilation, and air-conditioning systems regardless of the materials used and the setting of all equipment and all supports and reinforcements in connection with the system;

2. The installation of expansion and discharge valves, air filters, and water filters in heating, ventilation, and air-conditioning systems;

3. The testing and balancing of air-handling equipment and duct work;

4. The forming, rolling, drawing, stamping, or pressing of sheet metal shingles, sheet metal tile, sheet metal brick, sheet metal stone, and sheet metal lumber, when specified for use as roofing, siding, waterproofing, weather proofing, fire proofing, or for ornamental or any other purpose;

5. The performing of sheet metal work specified for use in connection with or incidental to steeples, domes, minarets, look outs, dormers, louvers, ridges, copings, roofing, decking, hips, valleys, gutters, outlets, roof flanges, flashings, gravel stops, leader heads, down spouts, mansards, balustrades, skylights, cornice moulding, columns, capitals, panels, pilasters, mullions, spandrils, and any and all other shapes, forms and design of sheet metal work specified for use for waterproofing, weatherproofing, fire proofing, ornamental, decorative, or display purposes, or as trim on exterior of the buildings;

6. The installing of sheet metal ceilings

with cornices and mouldings of plain, ornamental, enameled, glazed, or acoustic type;

7. The installing of side walls, wainscoting of plain, ornamental, enameled, or glazed types, including sheet metal tile;

8. The application of all necessary wood or metal furring, plastic, or other materials, to which they are directly applied;

9. The performing of sheet-metal work specified for use in connection with or incidental to direct, indirect, or other types of heating, ventilating, air-conditioning, and cooling systems (including risers, stacks, ducts, S strips, fittings, dampers, casings, recess boxes, outlets, radiator enclosures, exhausts, ventilators, frames, grisses, louvers, registers, cabinets, fans, and motors);

10. The air washers, filters, air brushes, housings, air-conditioning chambers;

11. The setting and hanging of air-conditioning units, unit heaters or air-veyor systems, and air handling systems regardless of material used;

12. The assembling and setting up of all cast iron parts, warm air furnace, all stoker, gas, and oil burner equipment used in connection with warm air heating, all sheet metal hoods, casings, wall stacks, smoke pipes, truck lines, cold air intake, air chambers, vent pipes, frames, registers, dampers, and regulation devices;

13. The installing of equipment utilized in the operation of kitchens including ranges, canopies, steam tables, work tables, dish-washers, coffee urns, soda fountains, warming closets, sinks, drainboards, garbage chutes, incinerators, and refrigerators;

14. The installing of tubing, pipes, and fittings, used in connection with or incidental to coppersmithing work. The installation of fume hoods, metal toilet partitions, metal lockers, plain metal shelving; and

15. The handling, moving, hoisting, and storing of all sheet metal materials on the job site, where power equipment and rigging are required;

(S) Sprinkler Fitter—Applies to workers who perform the installation, adjustments, and corrections, repair, and dismantling of all fire protection and fire control systems and the installation of all fire piping for tubing, appurtenances, and equipment. The work falling within the occupational title includes: The handling and installation of all piping and appurtenances pertaining to sprinkler equipment, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to the sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, tank and pump connections, and fire protection systems using mulsifyre, spray, water,

fog, carbon dioxide (CO₂), gas and foam and dry chemical systems; and

(T) Truck Driver (which shall include truck control service driver, truck driver group I, truck driver group II, truck driver group III, and truck driver group IV)—The workers who perform work falling within the occupational title of work description for truck driver includes the operation, repair, and servicing of the following mechanical equipment. This occupational title encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for truck driver, as applicable to building construction, are as follows:

A. Truck control service driver - Applies to workers who perform work including:

(I) The delivery, installation, and pickup of traffic control devices;

(II) The unloading and installation of barricades, plastic channelizer drums, safety cones, and temporary flashing lights not to exceed one hundred fifteen (115) volts;

(III) Regular periodic inspections to assure that traffic control devices are clean, clearly visible, and properly positioned. Inspection and maintenance includes replacing batteries and bulbs in lights, cleaning reflective material and lenses, and repairing or replacing damaged or missing devices when incidental to and part of a public works construction project; and

(IV) Removal of all traffic control devices by loading them on a truck and driving them to a storage yard where they are unloaded;

B. Group I—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks single axle, station wagons, pick-up trucks, material trucks single axle, tank wagon single axle;

C. Group II—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: agitator and transit mix-trucks;

D. Group III—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks tandem axle, articulated dump trucks, material trucks tandem axle, tank wagon tandem axle; and

E. Group IV—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the



following equipment: semi and/or pole trailers, winch, fork and steel trucks, distributor drivers and operators, tank wagon semi-trailer, Insley wagons, dumpsters, halftracks, speedace, euclids, and other similar equipment, A-frame and Derrick trucks, float or low boy, and boom truck.

2. Heavy/highway construction. The subtitles falling within the occupational title work description for truck driver, as applicable to heavy/highway construction, are as follows:

A. Truck control service driver – Applies to workers who perform work including:

(I) The delivery, installation, and pickup of traffic control devices;

(II) The unloading and installation of barricades, plastic channelizer drums, safety cones, and temporary flashing lights not to exceed one hundred fifteen (115) volts;

(III) Regular periodic inspections to assure that traffic control devices are clean, clearly visible, and properly positioned. Inspection and maintenance includes replacing batteries and bulbs in lights, cleaning reflective material and lenses, and repairing or replacing damaged or missing devices when incidental to and part of a public works construction project; and

(IV) Removal of all traffic control devices by loading them on a truck and driving them to a storage yard where they are unloaded;

B. Group I—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks single axle, station wagons, pick-up trucks, material trucks single axle, tank wagon single axle;

C. Group II—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: agitator and transit mix-trucks;

D. Group III—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks tandem axle, articulated dump trucks, material trucks tandem axle, tank wagon tandem axle; and

E. Group IV—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: semi-and/or pole trailers, winch, fork and steel trucks, distributor drivers and operators, tank wagon semi-trailer, Insley wagons, dumpsters, halftracks, speedace, euclids, and other similar equipment, A-frame and Derrick trucks, float or low boy, and boom truck.

AUTHORITY: section 290.240.2., RSMo Supp. 2018. Original rule filed Sept. 15, 1992, effective May 6, 1993. Emergency amendment filed April 30, 1993, effective May 10, 1993, expired Aug. 28, 1993. Amended: Filed Aug. 13, 1996, effective Feb. 28, 1997. Amended: Filed Jan. 22, 1997, effective Sept. 30, 1997. Amended: Filed June 17, 2004, effective Dec. 30, 2004. Amended: Filed Aug. 19, 2010, effective Feb. 28, 2011. Amended: Filed Aug. 9, 2012, effective Feb. 28, 2013. Emergency amendment filed Nov. 7, 2014, effective Nov. 17, 2014, expired May 15, 2015. Amended: Filed Nov. 7, 2014, effective April 30, 2015. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*



Rules of Department of Labor and Industrial Relations

Division 30—Division of Labor Standards Chapter 3—Prevailing Wage Law Rules

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**Title 8—DEPARTMENT OF
LABOR AND
INDUSTRIAL RELATIONS**

**Division 30—Division of
Labor Standards**

Chapter 3—Prevailing Wage Law Rules

**8 CSR 30-3.010 Applicable Wage Rates for
Public Works Projects**

PURPOSE: This rule sets forth applicable wage requirements relative to work performed by workers on public funded projects.

(1) All public bodies of Missouri, before advertising for bids or undertaking construction work, must obtain from the department an annual wage order which sets forth the applicable hourly rate of wages (the prevailing wage or the public works contracting minimum wage as provided in section 290.257) in the locality. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.

(2) Request for annual wage orders shall be initiated at least ten (10) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-3 for use in making a request. The form may be secured by writing Division of Labor Standards, PO Box 449, Jefferson City, MO 65102 or by visiting the following website: https://labor.mo.gov/sites/labor/files/pubs_for_ms/PW-3-AI.pdf.

(3) A project notification form PW-2 must be filed for each separate project by the public body, except the State Highways and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders.

(4) The annual wage order issued by the department contains the current applicable wage rates in the locality at the time the annual wage order is issued. Hours worked during the calendar year are used to set the prevailing wage rates in the annual wage order issued in March of the following year. The department will consider hours submitted for use in its initial determination of the prevailing wage rates to be included in a particular year's wage order only if those hours are

received from a contractor, by either paper submission on a form provided by the department or in electronic format, no later than January 31 of that year. Handwritten submissions will not be accepted. For purposes of submitting reportable hours, the term "contractor" shall include a "subcontractor." The department will not include the following hours in the calculation of the annual wage order:

(A) Hours not readily identifiable as being submitted by a contractor;

(B) Hours worked by federally-registered apprentices or entry-level workers;

(C) Hours worked on residential construction projects.

(5) Section 290.262.8, RSMo, provides that the annual wage order for a particular occupational title may be altered once each year with an incremental increase. A public body shall specify in the call for bids for each contract the applicable hourly rate of wages in the locality for each type of worker as set forth in the annual wage order or any replacement page(s) identifying the annual incremental increase issued by the department for the prevailing hourly rate of wages. The wage rates attached to, and made a part of, the call for bids for a contract shall remain in effect for the duration of that particular contract.

(6) It should be understood by all interested parties that the certified applicable wage rates determined by the department are minimum wage rates. The contractor may not pay less than the applicable wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(7) Each month the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. Payroll records shall set out accurately and completely, for each individual, the following information which shall be specifically recorded by occupational title classification and type of worker (journeyman, entry-level worker, or federally-registered apprentice): name and address of each worker, rate of pay, daily and weekly number of hours worked, deduction made, and actual wages paid. The payroll records shall be available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

(8) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210–290.580, RSMo, is discovered by the inspecting public body, it is their duty under section 290.250, RSMo, to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at PO Box 449, Jefferson City, MO 65102 or by telephone or electronically.

AUTHORITY: section 290.240.2, RSMo Supp. 2018. Original rule filed Dec. 18, 1975, effective Dec. 28, 1975. Amended: Filed July 24, 1984, effective Nov. 11, 1984. Amended: Filed Aug. 24, 1990, effective April 29, 1991. Emergency amendment filed Sept. 15, 1994, effective Sept. 25, 1994, expired Jan. 13, 1995. Emergency amendment filed Dec. 9, 1994, effective Jan. 14, 1995, expired May 13, 1995. Emergency amendment filed May 1, 1995, effective May 14, 1995, expired Sept. 10, 1995. Amended: Filed May 1, 1995, effective Aug. 30, 1995. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Amended: Filed March 27, 2000, effective Oct. 30, 2000. Amended: Filed Nov. 9, 2000, effective May 30, 2001. Emergency amendment filed Nov. 10, 2015, effective Nov. 20, 2015, expired May 17, 2016. Amended: Filed Nov. 10, 2015, effective April 30, 2016. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

Woodman Engineering Company v. Butler, 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.



City of Joplin v. Industrial Commission of Missouri, 329 SW2d 687 (Mo. En Banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

8 CSR 30-3.020 Definitions

PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of annual and general wage orders under the Prevailing Wage Law, sections 290.210–290.580, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards and the like, are part of the site of the building or con-

struction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant and the like, to the public works project raises a rebuttable presumption that the facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards and the like, of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent, previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

AUTHORITY: section 290.240, RSMo 1994.* Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996.

*Original authority: 290.240, RSMo 1957, amended 1959.

8 CSR 30-3.030 Apprentices and Entry-Level Workers

PURPOSE: This rule sets forth the requirements for the payment of wages to apprentices and entry-level workers employed on public works subject to the Prevailing Wage Law.

PUBLISHER'S NOTE: The secretary of state has determined that the publication of the entire text of the material which is incorporated by reference as a portion of this rule would be unduly cumbersome or expensive. This material as incorporated by reference in this rule shall be maintained by the agency at its headquarters and shall be made available to the public for inspection and copying at no more than the actual cost of reproduction. This note applies only to the reference mate-

rial. The entire text of the rule is printed here.

(1) Journeymen's rate of pay shall be paid to all workers employed on public works construction except entry-level workers or apprentices registered and participating in apprentice programs registered with the United States Department of Labor, Employment and Training Administration; and apprentices registered and participating in programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs. Such workers shall be paid not less than fifty percent (50%) of the applicable wage rate for a journeyman worker under the appropriate occupational title for a specific locality. In calculating the applicable wage rate for a journeyman worker, fringe benefits shall be included.

(2) As set forth in section 290.235, "on-the-job training workers" are defined as follows:

(A) "Federally-registered apprentices" – Workers participating in programs administered by the United States Department of Labor and subject to their specific requirements (See 29 U.S.C. section 50 and 29 C.F.R. 29) and workers participating in programs administered by the United States Department of Transportation and subject to their specific requirements. (See 23 U.S.C. section 113 and 23 C.F.R. 230); and

(B) "Entry-level workers"—Any worker who is not a journeyman and who is not otherwise enrolled in a federally-registered apprenticeship program but is participating in an on-the-job training program provided by the contractor for whom they perform work on a public construction project.

(3) Workers employed on federal-aid highway construction projects may be paid at an apprentice rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 U.S.C. 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

AUTHORITY: section 290.240, RSMo Supp. 2018.* Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended:



Filed Nov. 21, 2018, effective July 30, 2019.

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

8 CSR 30-3.040 Classifications of Construction Work

PURPOSE: *The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.*

(1) All public works construction, for which the prevailing hourly rate of wages or the public works contracting minimum wage of workers are to be determined, shall be classified as either—

- (A) Building construction; or
- (B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment or recreation, or for protection of people or equipment;

(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;

(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;

(D) Entire buildings that are built above-ground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;

(E) Excavation for the building itself, including backfilling inside and outside the building;

(F) Storm and sanitary sewers inside the building and to the curb line;

(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;

(H) Sidewalks other than those that are poured in connection with a street or road project;

(I) Driveways that are built to serve a building;

(J) Parking lots connected to a building and all structures built as parking facilities;

(K) Retaining walls built in conjunction

with a building project;

(L) Demolition of a building(s) as part of the site preparation for new building construction;

(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and

(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:

(A) Work in connection with roads, streets, parkways, alleys and highways including, but not limited to, grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;

(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;

(C) Work in connection with underground construction on tunnels and shafts;

(D) Railroad work in its entirety, including elevated railroads;

(E) Main and side sewers;

(F) Work in connection with airports, such as runways, roads, and streets, but excluding that which is listed as building construction;

(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;

(H) Sidewalks when poured incidental to a street or road project;

(I) Parking lots not incidental to a building construction project; and

(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

AUTHORITY: *section 290.240, RSMo Supp. 2018.* Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

8 CSR 30-3.050 Posting of Prevailing Wage Rates

PURPOSE: *This rule sets forth the require-*

ments for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.

(1) Contractors and subcontractors engaged in public works projects shall post the applicable hourly rate of wages (the prevailing wage or the public works contracting minimum wage as provided in section 290.257, excluding rates on projects for which the engineer's estimate or the bid accepted by the public body for the total project cost is less than seventy-five thousand dollars (\$75,000)) in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines, and the like, a contractor/subcontractor may post the applicable hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Applicable hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

AUTHORITY: *section 290.240, RSMo Supp. 2018.* Original rule filed Aug. 24, 1990, effective April 29, 1991. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

8 CSR 30-3.060 Occupational Titles of Work Descriptions

PURPOSE: *The Department of Labor and Industrial Relations is required to determine the prevailing hourly rate of wages to be paid to each worker engaged in construction on a public works project, relative to the type of work performed by each worker. This rule describes by occupational title the type of work performed in the construction of a public works project in Missouri and sets forth the procedures to be followed in identifying each occupational title utilized on a public works project.*

(1) Each occupational title defines by name the type of work performed in the construction of a public works project. The description of work designated for a particular occupational title is not intended to be jurisdictional in scope or nature, and is not to be construed as limiting or prohibiting workers from engaging in construction work falling within



several occupational titles.

(2) Each occupational title of work description shall be based upon the particular nature of the work performed, with consideration given to those trades, occupations or work generally considered within the construction industry as constituting a distinct classification of work. In determining occupational titles and scope of work definitions, the department shall consider the following:

(A) Collective bargaining agreements;

(B) *Dictionary of Occupational Titles*, as published by the United States Department of Labor; and

(C) Opinions of experts from organized labor and the opinions of contractors and contractor associations as they relate to the custom and usage applicable to the construction industry in Missouri.

(3) Interested parties who wish to submit wage information to be used in establishing the prevailing hourly rate of wages for a particular class or type of work are required to identify the work according to the applicable occupational title of work description set forth in this rule. Hours of work reported by a contractor or subcontractor to the department shall not be used to establish the prevailing hourly rate of wages if the party submitting the hours of work fails to identify the work under one of the occupational titles included in section 290.257.

(4) Any question as to the proper classification of work should be resolved before the work in question is commenced. Interested parties are encouraged to contact the Prevailing Wage Section of the Division of Labor Standards for an interpretation of these rules and for a determination of the appropriate occupational title of work description, relative to the class or type of work to be performed.

(5) The occupational titles and work descriptions for each type or class of work contained herein are valid throughout the entire state of Missouri. Through an objection to a wage order, an interested party may assert that any given description of work, as stated within this rule, does not apply to a specific occupational title(s) and that a different work description should apply to that occupational title(s). The interested party shall have the burden of proving by a preponderance of the evidence the inapplicability of the description of work within that particular occupational title, but shall be afforded the opportunity to do so in a hearing on an objection to the wage order before the Labor and Industrial Relations Commission.

(6) Occupational titles of work descriptions may be obtained from the department by written request to the director of the Division of Labor Standards, PO Box 449, Jefferson City, MO 65102 or by visiting the following website: <https://labor.mo.gov/DLS/PrevailingWage/pwContractors>.

(7) The occupational titles of work descriptions set forth here are as follows:

(A) Asbestos Worker—Applies to workers who apply insulation materials to mechanical systems to reduce loss or absorption of heat, prevent moisture condensation, and to deaden sound and prevent vibration. The workers remove all insulation materials from mechanical systems unless the mechanical system is being scrapped. The work falling within this occupational title of work description includes:

1. The preparation, including the building of enclosures and hanging polyurethane, and physical distribution on the job site of asbestos, cork, plastic, magnesia or similar materials, or other materials used as a substitute, and used as thermal insulation. The manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, making, hanging, application, adjusting, alteration, repairing, dismantling, reconditioning, corrosion control, and testing of heat or frost insulation, such as asbestos, cork, mineral wall, infusorial earth, mercerized silk, flax, fiber, fire felt, asbestos paper, asbestos curtain, asbestos millboard, fibrous glass, foam glass, styrofoam, polyurethane, polystyrene, metals, plastics, fibrous matter, roving, and resins, and the erection of scaffolding up to fourteen feet (14'), working platform;

2. The covering, including encapsulation, of boilers, tanks, refrigeration units, evaporators, turbines, fittings, valves, ducts, flues, vats, equipment, hot and cold pipes, or any other hot or cold surfaces with the insulation materials listed in this rule, used for the purpose of thermal insulation, fire stoppage, fireproofing, radiator protection, sound deadeners, and the lagging (covering) on piping; and

3. The removal of all insulation materials from mechanical systems, unless the mechanical system is being scrapped, whether they contain asbestos or not (pipes, boilers, ducts, flues, breechings). All cleanup required in connection with this work, shall include the sealing, labeling, and dropping of scrap material into the appropriate containers. (After drop, final disposal is considered to be the class or type of work falling within the occupational title of work description for second semiskilled laborer.);

(B) Boilermaker—Applies to workers who assemble, erect, and repair boilers, tanks,

vats, and pressure vessels according to blueprint specifications, using handtools, portable power tools, and equipment. The work falling within this occupational title of work description includes:

1. Locating and marking of reference points for columns on plates or foundations, using master straightedge, squares, transit, and measuring tape;

2. Using rigging or cranes to lift parts to specified positions;

3. Aligning structures or plate sections, using plumb bobs, levels, wedges, dogs, or turnbuckles;

4. Drilling, reaming, chipping, caulking, and grinding of structures and sections and bolting or welding them together;

5. Setting of drums and headers and installation of tubes;

6. Cleaning up as necessary in connection with this work; and

7. Riveting, acetylene burning, rigging, fitting-up, impact machine operating, unloading and handling of material and equipment where power equipment and rigging are required;

(C) Bricklayers—Applies to workers who prepare, lay, set, bed, point, patch, grout, caulk, cut, fit, plumb, align, level, anchor, bolt, or weld brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry. Also, the workers install expansion joint materials in brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry. The work falling within this occupational title of work description includes:

1. The unloading of brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry where power equipment and rigging are required;

2. The masonry paving and rip-rapping of all types, with or without mortar;

3. The reinforcing of masonry, including placing, tying, and setting of rods;

4. The application of insulation systems and materials, and air and/or vapor barrier systems and materials, by spray, trowel, roller, adhesive, or mechanically fastened in or to all masonry walls;

5. The caulking of abutting masonry openings in masonry walls, expansion joints, and false joints in all types of masonry;

6. The waterproofing of all types of masonry, which shall include installation and application of air and/or vapor barrier systems and materials by spray, trowel, roller, adhesive, or mechanically fastened; and

7. The cleaning, tuckpointing, sandblasting, steam cleaning, and Guniting work on all types of masonry;

(D) Carpenter (which shall include pile driver, millwright, lather, and linoleum layer)—Applies to workers who construct,



erect, install, and repair structures, structural members and fixtures made of wood, plywood, wallboard, and materials that take the place of wood, such as plastic, metals, composites, fiberglass, and Transit sheeting and Cimento Board, using carpenter hand tools and power tools. The work falling within this occupational title of work description includes:

1. General Carpenter.

A. The layout of buildings or structures on the site or plot. The installation of aluminum expansion joints for buildings and bridge structure as well as concrete strike-off machines.

B. The making and setting of all concrete forms (except curb forms on heavy construction), including establishment of building lines or flow lines (box culverts, bridges) including footing forms. The making of all forms used in tilt-up construction. The layout, installation, and construction for wall forms and footing forms, all block-outs, wood or steel, layout, and installation of all embedded items.

C. The building and handling of scaffolds used by carpenters to work from. All scaffolding, constructed or assembled, fourteen feet six inches (14'6") and higher for normal or specialty use—regardless of purpose.

D. The building of rough wooden structures, such as concrete forms, scaffolds, wooden bridges, trestles, coffer dams, tunnel and sewer support, welding and burning.

E. The selection of specified type of lumber or other materials. Prepare layout, using rule, framing square, and calipers. Mark cutting and assembling lines on materials, using pencil, chalk, and marking gauge. Shape materials to prescribed measurements, using saws, chisels, and planes. Assemble, cut, and shape materials and fasten them together with nails, dowel pins, or glue. Erect framework for structures. Verify trueness of structure with plumb bob and carpenter's level. Apply decorative paneling to walls.

F. The installation of ladders, handrails, walkways, platforms, and gangways made of wood as well as shoring and lagging. Install doors and wood and metal windows and bucks, including hardware (bucks are rough frames in which finished frames are inserted) in building framework and brace them with boards nailed to framework. Install pallet racks and metal shelving. Install subflooring in buildings. Install insulation such as batt, board, safig, thermal, styrofoam, sound attenuation, fiberglass when the installation of the insulation material is not being applied as an integral part of the roofing system. Nail plaster grounds (wood or metal strips) to studding. Fit and nail sheathing on outer walls and roofs on

buildings. Install beams and trusses of wood laminate.

G. The making, handling, and setting of all frames, sash, blinds, trim, and other fixtures (for example, cabinets, bookcases, and benches), when made of wood or any wood substitute. The handling and assembly of chairs, seats, bleachers, and benches and other furniture in theaters, halls, schools, and other places of assemblage on floors of any kind. Install protection screens, chalk boards, toilet partitions (plastic laminate, solid plastic). Caulking of fixtures and countertops including Corian tub and shower enclosures.

H. The installation of wood and metal studs and exterior panels.

I. The handling, cutting, sawing, fitting of drywall (sheetrock), and lead-lined drywall whether for walls, ceilings, floors, soffits, or any use, no matter how installed—nailed, screwed, glued, or otherwise (interior, exterior). Lead-lined drywall is used in X rays to avoid radiation exposure. Install corner guards and wooden and plastic column covers.

J. The handling and installation of acoustical and egg crate ceiling systems in its entirety (hanger wire, grid, molding, tile) whether vertically or horizontally installed.

K. The installation of all builders hardware, including door tracks of every description. The installation of all weather strips. The making, fitting, and hanging of fly screens for doors, windows, and other openings.

L. Installation of wood and hollow metal doors, rollup garage doors, overhead doors or rolling fire doors, automatic doors, channel iron door bucks, glass sliding, and bi-fold doors.

M. The installation of access flooring, computer floors, and raised or elevated floors. Install modular headwall units and laboratory casework and fume hoods;

2. Pile Driver—The work falling within the occupational title of work description for pile driver includes:

A. The handling, layout, driving, cutting, and splicing of wood, metal, or concrete piling regardless of purpose (for example, sheets, I-beams, pile caps, and welding to piling);

B. The assembly, disassembly, and rigging of the pile driving equipment; and

C. The conduct of underwater diving that is incidental to pile driving work;

3. Millwright—Applies to workers who design, build, or repair mills or mill machinery; hoist, dismantle, erect, assemble, line, and adjust all machines used in the transmission of power in buildings, factories or elsewhere; unload machines used in the transmission of power in buildings, factories, or elsewhere, where power equipment and rigging

are required. The work falling within this occupational title of work description includes: the setting of all classes of engines, direct drive motors, dynamos, turbines, generators, and air compressors and pumps. The assembling, setting, and packing of all compressors and pumps. The placing of all pulleys, sheaves, and fly wheels on the listed equipment. The making and setting of all templates and bolts for all machinery requiring same. Drypacking for sole plates. Installation of truck and railroad scales. Installation of trash compactors. Installation of all types of conveyors. The cutting and threading of all bolts. The handling and operating of all acetylene and devices for heating, welding, and cutting when used in connection with millwright work;

4. Lather—Applies to workers who erect horizontal metal framework to which laths are fastened, using nails, bolts, studgun, or a combination of these, drills holes in floor and ceiling, and drives ends of wooden or metal studs into holes to provide anchor for furring or rockboard laths. The occupational title of lather applies to workers who nail, clip, or fasten, all types of wood, wire, and metal laths, plasterboard, wallboard, rockboard, gypsum, sheetrock, and acoustical materials which take the place of same to walls, ceilings, and partitions of buildings to provide supporting base for plaster, fireproofing, or acoustical material. The occupational title of work description for lather applies to workers who erect all metal plastering accessories which are covered or serve as ground, or both, guard, stock, or screed for plaster materials, including wire mesh. The work falling within the occupational title of work description includes:

A. The installing of carrying bars and purlins (pieces of horizontal timber), light iron, and metal furring (thin strips of wood or metal to create air space) of all descriptions, such as rods, channels, flat iron, T-bar, H-bar, and other ceiling bars or systems for the receipt of lath and board;

B. The wiring of plasterer channels to overhead structural framework to provide support for plaster or acoustical ceiling tile; and

C. The nailing of plaster grounds (wood or metal strips) to studding to provide a guide for those workers performing work falling within the occupational title of work description for plasterer;

5. Linoleum Layer—Applies to workers who measure, cut, sew, make-up and seam, tape, fit, lay, and install and seal and wax materials to be cemented, tacked, or otherwise applied to its base, wherever it may be. These materials may be used as shock-absorbing, sound-absorbing, or decorative coverings. With the exception of terrazzo,



magnesite, and latex built-up floors, the materials include oil cloth, matting, linen, carpet, synthetic turf, linoleum, vinyl, plastic, rubber, cork, mastic, asphalt, mastipave, tile, wood tile, interlocking and magnetic tile, chalk and bulletin board, nonslip or abrasive materials, resilient, decorative seamless surface coatings, monolithic coverings (monolithic shall mean all resilient seamless material such as epoxy, polyethylene, plastics and their derivatives, components and systems), and all other resilient coverings on floors, walls, counters, table tops, and ceilings. The work falling within the occupational title of work description includes:

A. The handling of materials at the point of installation;

B. The performing of all necessary preparation and finish work, such as sweeping, scraping, sanding, or chipping dirt and irregularities from base surfaces and filling cracks with putty, plaster, or cement grout to form smooth, clean foundations, drilling holes for sockets and pins;

C. The installing of underlayment, sanding and filling, fitting of metal edgings, metal corners, and caps and fitting devices for attachment of these materials;

D. The spreading of adhesive cement over floor to cement foundation material to the floor;

E. The laying of covering on cement; and

F. The rolling of finished floor to smooth it out and press cement into base and covering;

(E) Cement Mason (which shall include plasterer)—The work falling within this occupational title of work description includes:

1. Cement Mason - Applies to workers who perform work on concrete where finishing tools are used.

A. The setting of screeds, the rodding (buildings), shaping, smoothing, and finishing of the surfaces of freshly poured concrete floors, walls, sidewalks, curbs, steps, and stairways, the finishing of extruded barrier rails or any other concrete surface requiring finishing, using hand tools or power tools, including floats, trowels, screeds, and straightedge.

B. The removing of rough or defective spots from concrete surfaces, using grinder or chisel and hammer and patching holes with fresh concrete or epoxy compound preparatory to sacking.

C. The molding of expansion joints and edges, using edging tools, jointers, and straightedge.

D. The application of penetrating sealer and primer protective coatings to concrete floors and steps when part of the finishing process.

E. The installation of seamless com-

position floors and the installation and finishing of epoxy-based coatings or polyester-based linings to all surfaces, when the coatings or linings are applied by spraying or troweling.

F. The sandblasting or water blasting for architectural finish or preparatory to patching.

G. The cutting of joints with concrete saw for the control of cracks in buildings and sidewalks, driveways, and curbs and gutters contiguous to buildings.

H. The setting of concrete curb, gutter, and sidewalk forms one (1) board high up to twelve inches (12");

2. Plasterer - Applies to workers who apply gypsum, Portland cement, stucco, imitation stone, and kindred materials and products to interior walls, ceilings, and partitions and to exterior walls of buildings, and finish those materials and products.

A. The spreading of plaster over laths, masonry, or any other base, using trowel, and smoothing the plaster with darby and float for uniform thickness;

B. The application of the various manufacturers' brand names of thin coat or plaster veneer;

C. The application of all bonding agents and mastic;

D. The roughing of undercoat with wire or metal scraper to provide bond for succeeding coat of plaster;

E. The application of all malleable plastic materials and epoxy materials;

F. The setting in place of plaster-board, insulation board, styrofoam and bead-board, ground, locks, patent dots, cork plates, brownstone and acoustical tile, fiberglass reinforcement and finished products;

G. The plastering of joints, nail holes, and bruises on wallboard;

H. The grouting and filling of door bucks, runners, and similar installations, in conjunction with plastering operations;

I. The application of scratchcoat, browncoat, and finish coat of plaster to wood, metal or board laths successively to all ceilings and walls when finished with terrazzo or tile, and the application of any plastic material to same;

J. The fireproofing of all building assemblies with plaster materials, sprayed fiberglass or similar materials, whether applied to gypsum, metal lath, or directly;

K. The application of crushed stone, marble, or ceramic chips and broken glass where embedded in plaster, or similar materials;

L. The placing of acoustic blocks with any plastic material, regardless of thickness;

M. The placing, by any method, of plaster or composition caps and ornaments;

N. The creating of decorative textures in finish coat by marking surface of coat with brush and trowel or by spattering it with small stones (stucco) where plastering equipment or materials, or both, are used; and

O. The operation and control of all types of plastering machines, including power trowels and floats;

(F) Communications Technician—Applies to workers who install, inspect, repair, and service electronic and telecommunication systems. The work falling within the occupational title of Communication (Electronic/Telecommunication) Technician includes:

1. Installing, repairing, and servicing of radio, television, and recording systems and devices; systems for paging, intercommunication, public address, wired music, clocks, security and surveillance systems, and mobile radio systems; fire alarm and burglar alarm systems;

2. Wiring of low-voltage surface wiring and wiring in nonmetallic conduits and incidental shielded metallic conduit runs of no longer than ten feet (10') nor larger than one inch (1") when required in conjunction with the work listed in this rule;

3. Installing, repairing, servicing, or a combination of these, of the Main Distribution Frame (MDF) where the permanent outside lines entering a building terminate and where the subscriber's line multiple cabling and trunk multiple cabling originate. It is usually located on the ground floor of a building;

4. Installing, repairing, servicing, or a combination of these, of the Intermediate Distribution Frames (IDF), which provides flexibility in allocating the subscriber's number to the line unit or equipment in the office that is to be associated with the particular line. These frames are located on each floor of a building;

5. Installing, repairing, servicing, or a combination of these, of the subpanels (blocks). The subpanels are connecting devices where large feed cables terminate at the distribution frames;

6. Installing, repairing common equipment or key service unit, or a combination of these. This equipment consists of a back-board assembly and an equipment mounting frame, which are utilized for connecting external telephones;

7. Installing, repairing, servicing of the instruments, terminals, and sets, or a combination of these. This equipment is at either end of a circuit, or at a subscriber's or user's terminal;

8. Installing, repairing, servicing, or a combination of these, of the ancillary or add-on equipment such as bells, buzzers,



speakerphones, headsets, automatic dialers, recorders; and

9. Installing, repairing, servicing of the telephone cable, or a combination of these. Telephone cable includes: network channel service cable; riser cables between floors of a building; distribution cables installed on each floor of a building in the floor or the ceiling, and inside wires between the telephone and the connection to the distribution cable;

(G) Electrician—Applies to workers who are responsible for installation, assembly, construction, inspection, operation, and repair of all electrical work within the property lines of any given property (manufacturing plants, commercial buildings, schools, hospitals, power plants, parking lots). This scope of work shall begin at the secondary site of the transformer when the transformer is furnished by the local utility and the service conductors are installed underground. When service conductors are installed overhead in open air from wooden poles, this scope of work shall start immediately after the first point of attachment to the buildings or structures. The work falling within this occupational title of work description includes:

1. Planning and layout of electrical systems that provide power and lighting in all structures. This includes cathodic protection systems utilized to protect structural steel in buildings and parking structures;

2. All handling, moving, loading, and unloading of any electrical materials, materials used in association with an electrical system, electrical equipment, and electrical apparatus on the job site, whether by hand or where power equipment and rigging are required;

3. Welding, burning, brazing, bending, drilling, and shaping of all copper, silver, aluminum, angle iron, and brackets to be used in connection with the installation and erection of electrical wiring and equipment;

4. Measuring, cutting, bending, threading, forming, assembling, and installing of all electrical raceways (conduit, wireways, cable trays), using tools, such as hacksaw, pipe threader, power saw, and conduit bender;

5. Installing wire in raceways (conduit, wireways, troughs, cable trays). This wire may be service conductors, feeder wiring, subfeeder wiring, branch circuit wiring;

6. Chasing and channeling necessary to complete any electrical work, including the fabrication and installation of duct banks and manholes incidental to electrical, electronic, data, fiber optic, and telecommunication installation;

7. Splicing wires by stripping insulation from terminal leads with knife or pliers, twisting or soldering wires together, and applying tape or terminal caps;

8. Installing and modifying of lighting fixtures. This includes athletic field lighting when installed on stadium structures or supports other than wooden poles, or both;

9. Installing and modifying of all electrical/fiber optic equipment (AC-DC motors, variable frequency drives, transformers, reactors, capacitors, motor generators, emergency generators, UPS equipment, data processing systems, and annunciator systems where sound is not a part thereof);

10. Installing of raceway systems utilizing conduit, conduit bodies, junction boxes, and device boxes for switches and receptacles. This also may include wiring systems utilizing other methods and materials approved by the *National Electrical Code* (MC cable, AC cable, BX, or flexible metal tubing or electrical nonmetallic tubing);

11. Installing of main service equipment, distribution panels, subpanels, branch circuit panels, motor starters, disconnect switches, and all other related items;

12. Installing and wiring of instrumentation and control devices as they pertain to heating, ventilating, air conditioning (HVAC) temperature control and energy management systems, building automation systems, and electrically or fiber optic operated fire/smoke detection systems where other building functions or systems are controlled;

13. Installing conduit or other raceway greater than ten feet (10') when used for the following: fire alarm systems, security systems, sound systems, closed circuit television systems or cable television systems, or any system requiring mechanical protection or metallic shielding (telephone systems);

14. Testing continuity of circuit to insure electrical compatibility and safety of components. This includes installation, inspecting, and testing of all grounding systems including those systems designed for lighting protection; and

15. Removing electrical systems, fixtures, conduit, wiring, equipment, equipment supports, or materials involved in the transmission and distribution of electricity within the parameters of the building property line if reuse of any of the existing electrical system is required. This may include the demolition and removal and disposal of the electrical system;

(H) Elevator Constructor—Applies to workers who assemble and install electric and hydraulic freight and passenger elevators, escalators, dumbwaiters, and moving walks. The work falling within this occupational title of work description includes:

1. The handling, unloading, and hoisting of all equipment to be assembled or installed by workers performing work within this occupational title of work description,

from the time that equipment arrives at, or near the building site;

2. The wrecking or dismantling of elevator plants, to include elevators, escalators, dumbwaiters, moving walks, and all other equipment to be reused and assembled or installed by workers performing work within this occupational title of work description;

3. The sinking, drilling, boring, digging cylinder wells, or backfilling for hydraulic lifts, hydraulic elevators, or screw lifts;

4. The layout, erecting and assembling of all elevator equipment (for example, electric, hydraulic, steam, belt, compressed air, and hand-powered elevators; dumbwaiters, residence elevators, parking garage elevators), and the assembly of all escalators, moving walks and link belt carriers;

5. The erecting and assembly of all theater stage and curtain equipment and guides and rigging to them, organ consoles, and orchestra elevators;

6. The installing of all wiring, conduit, and raceways from the first point of attachment of main feeder terminals on the controller to other apparatus and operating circuits;

7. The operating of temporary cars; and

8. The installing of all elevator enclosures, fronts, fascias, sills, frames, and bucks;

(I) Glazier—Applies to workers who select, cut, prepare, handle, install, or remove all window glass, plate, and all other types of glass, including structural glass, mirror glass, tempered and laminated glass, safety or protection glass, all types of insulating glass units, all plastics or other similar materials when used in place of glass and when set or glazed with putty, moulding rubber, cement, lead, and all types of mastic, or other materials used in place of same. The workers performing work within this occupational title of work description install these materials in windows, louvers, doors, partitions, skylights, and on building fronts, walls, ceilings and tables, whether the materials are set in wood, stone, cement, or metal of all types. The work falling within the occupational title of work description includes:

1. The installing of mirrors of all types;

2. The marking of an outline or pattern on glass and cut glass with a glasscutter;

3. The breaking off of excess glass by hand or with a notched tool;

4. The fastening of glass panes into wood sash with glazier's points, and the spreading smooth of putty around the edge of panes with a knife to seal joints;

5. The installing of metal window and door frames into which glass panels are to be fitted or sliding windows. The bolting of metal hinges, handles, locks, and other hardware to prefabricated glass doors;



6. The installing of mirror or structural glass on building fronts, walls, ceilings or tables, using mastic, screws, or decorative moulding;

7. The installing of metal-framed glass enclosures for showers, bathtubs, and skylights; and

8. The installing, cutting, and removal of all window glass, plate, and all other types of glass, including structural glass, mirror glass, tempered and laminated glass, safety or protection glass, all types of insulating glass units, all plastics or other similar materials when used in place of glass and when set or glazed with putty, molding rubber, cement, lead, and all types of mastic, or other materials used in place of same;

(J) Ironworker—Applies to workers who perform work in connection with field fabrication, erection, or both, installation, removal, wrecking, and dismantling of structural, architectural, and reinforcing iron and steel, ornamental lead, bronze, brass, copper, and aluminum, and plastics or other materials when used in place of them. The work falling within the occupational title of work description includes:

1. Structural. The unloading, erecting, bolting-up, plumbing-up, welding, and installing of structural steel, including any field fabrication;

2. Reinforcing. The unloading, carrying, placing, and tying of all concrete reinforcing, such as re-bar, wire mesh, expanded metal or post tensioning cable (including the tension process) or prestress cables when installed on the job site;

3. Rigging. The unloading, moving, handling, placing, and setting of electrical machinery and equipment when rigging or power equipment, or both, is used (with the exception of setting of electric motors). The assembly and erection of radio and television and other structural steel towers (with the exception of electrical transmission towers). The unloading, handling, moving, and placing of machinery to be assembled or dismantled, erected, or installed to its approximate position (over the anchor bolts);

4. Windows. The installation of metal windows (with the exception of store fronts display windows), curtain walls, and metal panels. The caulking of metal-to-metal joints and metal-to-brick;

5. Doors. The erection of curtain type doors (overhead rolling-type doors), heavy industrial doors when made of metal, fire doors, and exterior metal hinged doors that carry a fire underwriters label are erected by iron workers;

6. Sheeting and decking. The installation of sheeting which is attached to metal framework including metal floor decking;

7. Metal buildings. The erection and

installation of structural steel and sheet metal packaged buildings when they come in a package unit, such as Butler, Delta, Varco Prudent, or other name brand packaged buildings. The installation of all doors, windows, and insulation (when installed in conjunction with sheeting) in the packaged buildings. The installation of metal siding and metal roof decking, regardless of the fastening method or the object to which it is fastened;

8. Elevators. The installation of elevator doors for gates manually operated and all elevator enclosures, fronts, fascias, sills, frames, and bucks;

9. Precast. The unloading and installation/erection of precast bridge girders, single T's, double T's, top panels, and tilt-up slabs; and

10. Other. The installation of all catwalks, stairways, and hand rails made of aluminum, bronze, or any type of metal, glass or plastic. The installation of ornamental iron, such as revolving doors, gates, handrails, window grills, jail and cell work, and chain link fences. The installation of dry storage bins, hoppers, chutes, and conveyors where sand ore, coal, or any dry component is stored or transferred. The erection, installation, removal, wrecking, and dismantling of bridges, viaducts, cableways, tramway, mono-rail transportation systems. The erection, installation, removal, wrecking, and dismantling of locks, gates, metal forms, railings (including pipe). The erection, installation, removal, wrecking, and dismantling of frames in support of boilers. The installation of metal siding and metal roof decking, regardless of the fastening method, or the object to which it is fastened. The handling, burning, welding, and tying of all materials used to reinforce concrete structures. The installation and erection of TV and microwave towers, self-supporting towers, or guy towers. The installation of metal guardrails with metal posts and highway signage;

(K) General Laborer (including first semi-skilled laborer and second semi-skilled laborer)—Consists of providing routine manual labor. This work encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for laborer, as applicable to building construction, are as follows:

A. Laborer. The work falling within this subtitle of work description includes:

(I) Being included in one (1) of the following categories: flagmen, heaters, material plant man, carpenter tender, landscaper, signalman, wrecker (old/new structures),

form handler, or posthole digger;

(II) Cleaning and clearing of all debris for all crafts, loading and unloading, conveying, distributing, construction material by hand and collecting and hoisting debris, backfilling, grading, and landscaping by hand;

(III) Covering of tanks, structures, and material piles with tarpaulins or other materials. Cleaning of masonry and other type walls and windows. Signaling and hoisting concrete buckets and for all other material handled by workers falling within the occupational title of work description for laborer;

(IV) Providing drinking water. Handling and cleaning of concrete chutes. Cleaning of concrete spills and chipping where hand tools are required. Performance of work necessary in remedying defects in concrete caused by leakage, bulging, sagging, or shifting of forms when finishing tools are not used. Jackhammer and paving breaker, air compressors, motor buggies, pumps (removal of water), except set-up men and nozzle men, chipping tool operator, concrete mixer operator (up to and including two- (2-) bag capacity); and

(V) Laying nonpressurized pipe for downspout drain lines, header lines, or laying of nonpressurized conduit, or a combination of these, for the carrying of storm water, waste, sewage, gravity flow lines, catch basins and manholes, effluent lines, originating outside the building and all those lines originating inside the building at the first Y, T, or connection outside the building;

B. First semiskill laborer. The work falling within this subtitle of work description includes: hod-carriers, plasterers, and cement mason tenders (who assist bricklayers, plasterers, and cement masons). The mixing, packing, wheeling, and tempering of mortar and fire clay. The mixing, handling and conveying of all other materials used by bricklayers, plasterers, and cement masons (for example, brick, tile, stone and cast stone), whether done by hand or using a forklift (walk behind or similar types). Building of scaffolds, trestles, boxes, and swinging staging for bricklayers, plasterers, and cement masons; and

C. Second semiskill laborer. The work falling within this subtitle of work description includes: concrete pump set-up men and nozzle men, tile layers and bottom men, on sewers and drains, cutting torch, and burning bar (demolition), trench, or pier holes twelve feet (12') or over, wagon drill, air track or any mechanical drill, powder man, tamper, one hundred pounds (100 lbs.) or over, laborers working for mechanical and electric contractors (including but not limited to digging of all trenches, ditches, holes, paving of concrete, and cleaning of all trash),



paving breaker, jackhammer and vibrator, laser beam man for sewer, grade checker for roads and railroads, asbestos removal (except mechanical systems that are not being scrapped and any type of roofing where the roof is to be relaid), hazardous waste removal, disposal work, or any combination of these.

2. Heavy/highway construction. The subtitle falling within the occupational title of work description for general laborer, as applicable to heavy/highway construction, are as follows:

A. Laborer. The work falling within this subtitle of work description includes: carpenters tenders, salamander tenders, dump man, ticket takers, flagman, loading trucks under bins, hoppers and conveyors, track men, cement handler, dump man on earth fill, Georgia buggy man, material batch hopper man, spreader on asphalt machine, material mixer man (except on man holes), coffer dams, riprap pavers—rock, block, or brick, signal man for materials handled by laborers, scaffolds over ten feet (10') not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, work in connection with nonpressurized pipelines, such as nonpressurized sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile, and duct lines and other nonpressurized pipelines; power tool operator; work performed by hand in connection with hydraulic or general dredging operations, form setters (curb and gutter), puddlers (paving only), straw blower nozzleman, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties or creosote materials, men working with and handling epoxy material(s), topper of standing trees, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, guardrail and temporary signs, pile dike and revetment work, all laborers working on underground tunnels less than twenty-five feet (25') where compressed air is not used, abutment and pier hole men working six feet (6') or more below ground, men working in coffer dams for bridge piers and footings in the river, Barca tamper, Jackson or any other similar tamp, cutting torch man, liners, curb, gutters, ditchliners, hot mastic kittleman, hot tar applicator, hand blade operators and mortar men on brick or block manholes, rubbing concrete, air tool operator under sixty-five pounds (65 lbs.), caulker and led man, chain or concrete saw under fifteen horsepower (15 HP). The unloading, handling, and carrying of concrete reinforcing bars, by hand, to the areas in which they are used, wrecking, stripping, dismantling, cleaning, moving, and oiling of all concrete forms; digging and laying sewer tile; and

B. Skilled laborer. The work falling within this subtitle of work description includes: vibrator man, asphalt raker, head pipe layer on sewer work, batterboard man on pipe and ditch work, cliff scalers working from Bosun's chairs, scaffolds, or platforms on dams or power plants over ten feet (10') high, air tool operator over sixty-five pounds (65 lbs.), stringline man on concrete paving and the like, sandblast man, laser beam man, wagon drill, churn drill, air track drill, and all other similar type drills, jackhammers, and other pneumatic hammers and tampers, Gunitite nozzle man, pressure grout man, screed man on asphalt, concrete saw fifteen (15) HP and over, grade checker, stringline man on electronic grade control, manhole builder, dynamite man, powder man, welder, tunnel man waterblaster—one thousand pounds per square inch (1000 psi) over, asbestos (except mechanical systems that are not being scrapped), hazardous waste removal, disposal, or any combination of these;

(L) Mason (which shall include marble mason, marble finisher, terrazzo worker, terrazzo finisher, tile setter, and tile finisher).

1. Marble Mason-Terrazzo Worker—The work falling within the occupational title of work description for Marble Mason-Terrazzo Worker includes:

A. The installing of marble, mosaic, venetian enamel, and terrazzo; the cutting and assembling of mosaics and art ceramics; the casting of all terrazzo on the job site; all rolling of terrazzo work;

B. The preparing, cutting, layering, or setting of metal, composition, or wooden strips and grounds on all bedding above concrete floors or walls; and the laying and cutting of metal, strips, lath, or other reinforcement, where used in terrazzo work;

C. The installing of cement terrazzo, magnesite terrazzo, dex-o-tex terrazzo, epoxy matrix terrazzo, exposed aggregate. Rustic or rough wash of exterior or interior of buildings. The mixing or applying of any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz ceramic colored quartz, and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride, or any other resinous or chemical substances used for seamless flooring systems. The applying of binding materials when used on walls, floors, ceilings, stairs, saddles, or any other part of the interior or exterior of the building, or other work not considered a part of the building such as fountains, swimming pools;

D. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the fin-

ished base and troweled or rolled into the finish and then the surface ground by grinding machines (When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work falls within the occupational title of work description for cement masons.); and

E. The carving, cutting, and setting of all marble, slate, including slate backboards, stone, alabaster, carrara, sanionyx, vitrolite, and similar opaque glass, scagliola, marbleite, and all artificial, imitation, or case marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative, and other purposes inside of buildings of every description wherever required, including all polish, honed, or sand finish.

2. Marble Finisher—The work falling within the occupational title of work description for Marble Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods to prepare surface for Marble Mason installation of construction materials on floor and/or walls; the movement of marble installation materials, tools, machines, and work devices to work areas; the erection of scaffolding and related installation structures;

B. The movement of marble slabs for installation; the drilling of holes and the chiseling of channels in edges of marble slabs to install wall anchors, using power drill and chisel; the securing of marble anchors to studding, using and covering ends of anchors with plaster to secure anchors in place;

C. The supply and mixture of construction materials for Marble Mason; the mixture of grout, as required, following standard formulas and using manual or machine mixing methods; the application of grout to installed marble; the movement of mixed mortar or plaster to installation area, manually or using wheelbarrow;

D. The removal of excess grout, using wet sponge; the cleaning of installed marble surfaces, work and storage areas, installation tools, machinery, and work aids, using water and cleaning agents;

E. The modification of mixing, material moving, grouting, polishing, and cleaning metal pieces, using a torch, spatula, and heat sensitive adhesive and filler;

F. The removal of marble installation materials and related debris from immediate work area; the storing of marble, installation material tools, machines, and related items; and

G. The provision of assistance to Marble Mason with the following tasks: bending or forming of wire to form metal anchors, using pliers; inserting anchors into holes of marble slab; securing anchors in



place with wooden stakes and plaster; selecting marble slab for installation following numbered sequences or drawings; grinding and polishing marble, using abrasives, chemical and/or manual, in machine grinding and/or polishing techniques, under Marble Mason's direction; the moving and positioning of marble.

3. Terrazzo Finisher—The work falling within the occupational title of work description for Terrazzo Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods to prepare surface for Terrazzo Worker installation of construction materials on floors, base, and/or walls; the moving of terrazzo installation materials, tools, machines, and work devices to area, manually or using wheelbarrow;

B. The supply and mixture of construction materials for Terrazzo Worker; the preparation, mixture by hand, mixture by mixing machine, or transportation of pre-mixed materials and the distribution with shovel, rake, hoe, or pail, of all kinds of concrete foundations necessary for mosaic and terrazzo work; the dumping of mixed materials that form base or top surface of terrazzo into prepared installation site, using wheelbarrow; the measuring of designated amounts of ingredients for terrazzo or grout, using graduated containers and scale, following standard formulas and specifications, and the loading of portable mixer using proper means of transport; the mixture of materials according to experience and requests from Terrazzo Worker;

C. The spreading of marble chips or other material over fresh terrazzo surface and the pressing of the material into terrazzo by use of a roller; the application of grout finishes to surfaces of installed terrazzo; the spreading of grout across terrazzo to finish surface imperfections, using trowel; the installation of grinding stones in power grinders, using hand tools; the fine grinding and polishing of the surface of terrazzo, when grout has set, using power grinders; the application of curing agent to installed terrazzo to promote even curing, using brush or sprayer; the cutting of grooves in terrazzo stairs, using power grinder, and the filling of grooves with nonskid material;

D. The modification of mixing, grouting, grinding, and cleaning position and the securing of moisture membrane and wire mesh prior to pouring base materials for terrazzo installation;

E. The washing of the surface of polished terrazzo, using cleaner and water, and the application of sealer, according to manufacturer specifications, using brush; the cleaning of the installation site, and storage areas, tools, machines, and equipment; the

removal of Terrazzo Worker materials and related debris from immediate work area; and

F. The provision of assistance to Terrazzo Worker with the following tasks: grinding surfaces of cured terrazzo; using power grinders.

4. Tile Setter—The work falling within the occupational title of work description for Tile Setter includes:

A. The application of tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools, and all places where tiles may be used to form a finished surface for practical use, sanitary finish, or decorative purpose. (Tile includes all burned clay products, as used in the tile industry, either glazed or unglazed, all composition materials; all substitute materials in single units up to and including, fifteen inches by twenty inches by two inches (15" × 20" × 2") (except quarry tiles larger than nine inches by eleven inches (9" × 11")) and all mixtures in the form of cement, plastics, and metals that are used as a finished surface.);

B. The cutting and shaping of tile with saws, tile cutters, and biters; and

C. The positioning of tile and tapping it with a trowel handle to affix tile to plaster or adhesive base.

5. Tile Finisher—The work falling within the occupational title of work description for Tile Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods for Tile Setter to install construction materials on floors and walls; the movement of tiles, tile setting tools, and work devices from storage area to installation site manually or using wheelbarrow;

B. The supply and mixture of materials for Tile Setter; the supply and mixture of construction materials for Tile Setter; the mixture of mortar and grout accordingly to standard formulas and request from Tile Setter using bucket, water hose, spatulas, and portable mixer; the modification of mixing, grouting, grinding, and cleaning procedures according to type of installation or material used; the supply to Tile Setter of mortar, using wheelbarrow and shovel; the application of grout between joints of installed tile, using grouting trowel; the application of grout; the cutting of installed tile;

C. The removal of excess grout from tile joints with a sponge and scraping of corners and crevices with a trowel; the application of caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment;

D. The wiping of surfaces of tile after grouting to remove grout residue and polish tile, using non-abrasive materials; the removal of Tile Setter materials and related

debris from immediate work area; the cleaning of installation site, mixing and storage tools, and equipment, using water and various cleaning tools; the storing of tile setting material machines, tools, and equipment; and

E. The provision of assistance to Tile Setter to secure position of metal lath, wire mesh, felt paper, Dur/rock or wonderboard prior to installation of tile;

(M) Operating Engineer (which shall include operating engineer group I, operating engineer group II, operating engineer group III, operating engineer group III-A, operating engineer group IV, and operating engineer group V)—Applies to workers who perform work falling within the occupational title of work description for operating engineer/portable and hoisting operator, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment. This occupational title encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for operating engineer, as applicable to building construction, are as follows:

A. Group I—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: crane (for example, crawler or truck); dragline—clam shell—gradall; Derrick (all types); kimmer scoop; power shovel or backhoe over one (1) cubic yard; pile driver (for example, land or floating); Whirley; mechanic and welder; hydraulic, self-propelled crane; stinger or cherry picker crane; switch boat; concrete portable plant/concrete mixer paver; cableways;

B. Group II—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: asphalt paver and spreader/concrete spreader; asphalt plant mixer operators; asphalt plant operator; backfillers; back hoe (under one (1) cubic yard); Barber-Green loader (similar type); blade—power, all types; boats—power; boilers; boring machine (all types, including tunnel boring); brooms—power operated (all types); concrete saw (self-propelled); chip spreader (front man); clef plane operators; combination concrete hoist and mixer such as mix or mobile; crab—power operated; crusher rock; ditching machine; dozer/dredges;



finishing machine; firemen on rigs; flex plane; floating machine; form grader; greaser; hoist operator (all types); hopper—power operated; hydra hammer (all types); Lad-A-Vator—similar type; loaders—all types, including skid-steer (for example, Bobcat); locomotives (all types); curb finishing machine; mucking machine; orange peels; pumps (all types); push cats; rollers (all types); scoops (all types except skimmer scoop); self-propelled rotary drill; air compressors (all types); side boom; siphons, jets, and jennies; welding machine; subgrader; testhole machine; throttle man tractors over fifty (50) HP; air tugger with air compressor; anchor placing barge; Ahoy force feeder loader (self-propelled); bull float; pipe cleaning/wrapping machine; conveyor; heaters, fuel fired with forced air; quadtrack; tie tamper; vibrating machine; well drilling machine; forklift (except masonry forklift);

C. Group III—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: tractors (under fifty (50) HP); distributor (bituminous); scissor lift; small machine (operator); mud jack; wench truck operator; pug mill operator; elevator-push button; A-frame truck; mixers; oilers;

D. Group III-A—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as a masonry forklift;

E. Group IV—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as a self-propelled floor sweeper; and

F. Group V—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: elevator—auto; air pressure oiler; air pressure engineer.

2. Heavy/highway construction. The subtitles falling within the occupational title of work description for operating engineer, as applicable to heavy/highway construction, are as follows:

A. Group I—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: asphalt finishing machine and trench; widening spreader;

asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator (all types); boat operator (all types); boilers—two (2); central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; Derrick or Derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; high-loader including skid steer (for example, Bobcat); hoisting engine—two (2) active drums; launchhammer wheel; locomotive operator—standard gauge; mechanics and welders; mucking machine; piledriver operator; Pitman crane operator; push cat operator; quadtrack; scoop operator—all types; shovel operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane;

B. Group II—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: A-frame truck; asphalt hot mix silo; asphalt plant fireman, drum or boiler; asphalt plant mixer operator; asphalt plant man; asphalt roller operator; backfiller operator; Barber-Greene loader; chip spreader; concrete mixer operator, skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; forklift; greaser—fleet; hoisting engine—one (1); locomotive operator—narrow gauge; multiple compactor; pavement breaker; power-broom—self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator—over fifty (50) HP; winch truck;

C. Group III—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: boilers—one (1); chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator self-propelled; curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high-type asphalt; screening and washing plant operator; siphons and jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator—combination boiler and booster; tractor operator fifty (50) HP or less; Ulmac, Ulric, or similar spreader; vibrating machine operator, not hand;

D. Group IV—This subtitle applies to

workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as an oiler or oiler-driver (fireman—rig; maintenance operator);

(N) Outside- lineman, lineman operator, groundman, lineman tree trimmer, groundman tree trimmer, and any combination thereof.

1. Outside-lineman—Applies to workers who erect and repair transmission poles (whether built of wood, metal, or other material), fabricated metal transmission towers, outdoor substations, switch racks, or similar electrical structures, electric cables, and related auxiliary equipment for high-voltage transmission and distribution powerlines used to conduct energy between generating stations, substations, and consumers. The work (overhead and underground) falling within this occupational title of work description includes:

A. Construction, repair, or dismantling of all overhead and underground electrical installations. The handling and operation of all equipment used to transport men, tools, and materials to and from the job site. The framing, trenching, digging, and backfilling of vaults, holes and poles, and anchors (by hand or mechanical equipment), guying, fastening to the stub-in on concrete footings or pads, assembling of the grillage, grounding of all structures, stringing overhead wire, installing underground wire, splicing, and installation of transformers;

B. Construction and repair of highway and street lighting and traffic signal systems, cathodic protection systems, and ball field lighting systems;

2. Lineman operator—Operates equipment used on the outside line portion of a project. The lineman operator assists linemen in the performance of their work but does not climb or work out of any type of aerial lift equipment. The lineman operator does not perform any work that requires the use of hand tools;

3. Groundman—Work performed on the ground to assist the journeymen outside line construction/lineman on work not energized. Groundmen use jack hammers, air drills, shovels, picks, tamps, trenching equipment, and other such tools for excavating and/or compacting dirt or rock on the outside line portion of a project but do not use hand tools;

4. Lineman tree trimmer—Trimming and removal of trees, stumps, limbs, brush, and other related tasks in and around electrical systems by use of chainsaws, pruners, pole saws, and hand saws only when specifically required to provide clearance and right-of-way preparation for installation of overhead or underground high-voltage electric



utility lines, and excluding the clearance of right-of-ways related to heavy-highway construction or other public projects not directly related to the installation of electrical utility lines. Lineman tree trimmer work may be performed on the ground and in the air; and

5. Groundman tree trimmer—Assists the lineman tree trimmer in the performance of their work using rakes, chainsaws, chippers, and industrial mowers in and around electrical systems only when specifically required to provide clearance and right-of-way preparation for installation of overhead or underground high-voltage electric utility lines, and excluding the clearance of right-of-ways related to heavy-highway construction or other public projects not directly related to the installation of electrical utility lines. Groundman tree trimmer work is only performed on the ground;

(O) Painter—The work falling within the occupational title of work description for painter includes:

1. Preparation of surfaces. The washing, cleaning, pointing, and taping of drywall, regardless of material used, and smoothing of surfaces, using sandpaper, brushes, or steel wool. The removal of old paint or other coatings from surfaces, using paint remover, scraper, wire brushing, sandblasting, water blasting, liquid steam, or by any other similar process. The filling of nail holes, cracks, and joints with putty, plaster, or other fillers;

2. Color matching and mixing. The application of paint, varnish, stain, enamel, lacquer, vinyl, wallpaper, and other materials of whatever kind of quality applied to walls or ceilings with paste or adhesive, using brushes, spray gun (spray painter), or paint rollers. The application of polyurethane elastomers, vinyl plastics, neoprene, resin, polyester, and epoxy as waterproofing or protective coatings to any kind of surface (except roofs) when applied with brushes, spray guns, or rollers;

3. Texturing and decorating. The erecting of scaffolding or setting up of ladders to perform the work above ground level. The paperhanging of walls and ceilings with decorative wall coverings made of fabric, vinyl, or paper. The preparing of the surface to be covered by applying sizing, which seals the surface and makes the covering stick better. The removal of the old covering by soaking, steaming, or applying solvents. The patching of holes and other imperfections before applying the new wall covering. The measuring of the area to be covered; the cutting of the covering into strips of the proper size, the checking of the covering for flaws and the examination of the pattern so it can be matched when the strips are hung. The preparation of paste or other adhesives according to manufacturers' directions, and the brush-

ing or rolling it on the covering. The placing of the strips on the wall or ceiling, to match adjacent patterns. The smoothing of the strips to remove bubbles and wrinkles; the trimming of the top and bottom with a razor blade; and the painting or taping of highway striping, or both; and

4. Cleanup. The cleanup of tools and equipment required in connection with work falling within this occupational title;

(P) Plumber (which shall include pipe fitter).

1. General Plumber—Applies to workers who install and repair domestic potable water lines, gravity waste disposal systems inside the curb or fence lines, plumbing fixtures such as: bathtubs, sinks, and toilets—and appliances such as, dishwashers and water heaters. The work falling within the occupational title of work description for plumber includes:

A. Assembling and installing piping systems, fixtures and equipment for the transportation of domestic water and sewage. Piping systems installed in structures (for example, buildings, industrial plants) to the first Y, T, or connection located outside the building;

B. Cutting, threading, and bending pipe. Joining pipes by use of screws, bolts, fittings, solder, welding brazing, and caulking or any other method of making joints in the plumbing industry;

C. Assembling, installing, and repairing valves, pipe fittings, and pumps. Testing the piping system. Installing and repairing plumbing fixtures, such as sinks, bathtubs, water heaters, and water softeners; and

D. Cutting holes in floors and walls for pipes with point and hammer, core drill, or both.

2. Pipe Fitter—Applies to workers who fabricate, install, and repair piping systems to include: water and waste processing systems; heating and air-conditioning systems, pneumatic controls, and pneumatic delivery systems; powerhouse and all pressurized piping systems; gas, oxygen systems; gasoline systems not for public sale. The work falling within this occupational title of work description includes:

A. Piping systems installed in structures (for example, buildings, industrial plants, and the like);

B. Cutting, threading, and bending pipe. Joining pipes by use of screws, bolts, fittings, solder, welding, and caulking, or any other method of making joints in the pipefitting industry;

C. Assembling, installing, and repairing valves, pipe fittings, and pumps. Testing the piping system. Cutting holes in floors and walls for pipes with point and hammer, core drill, or both;

D. Installing of distribution lines (for example, water mains, sewer mains, oil and gas lines);

E. Welding of steel pipe joints and joining pipes with screws, bolts, fittings, solder, caulking, or any other method for making joints in the industry; and

F. Joining ductile iron and plastic pipes by using any method for making joints in the industry, when the pipe will be under pressure;

(Q) Roofer—Applies to workers who apply and install any and all types of roofing materials, other than sheet metal. The work falling within this occupational title of work description includes:

1. The installation of slate and tile and all substitute materials taking the place of slate and tile used for roofing including flat or promenade slate, with necessary metal flashing to make water-tight;

2. The cementing in, on, or around slate and tile roofs. The laying of felt or paper beneath the slate and tile. The dressing, punching, and cutting of all roof slate or tile either by hand or machinery;

3. The installation of all forms of plastic, slate, slag, gravel; asphalt and composition roofing; rock asphalt mastic when used for damp and waterproofing; prepared paper; compressed paper and chemically prepared paper, and burlap with or without coating. The installation of all damp resisting preparations regardless of the method of application in or outside of building. The installation of damp courses, sheeting, or coating on foundation work and tarred roofs. The laying of the tile or brick, when laid in asphalt or pitch tar;

4. The installation and application of new materials used in roofing, water-proofing, encapsulation, and containment process including all forms of elastomeric or plastic (elastoplastic), or both, roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. The installation of aggregates or stone, used as a ballast for inverted roofing membrane assembly, or roof of similar construction where insulation is laid over the roofing membrane. The sealing and caulking of seams and joints on these elastoplastic systems to insure water-tightness. The applying of liquid-type elastoplastic preparation for roofing, damp, or waterproofing when applied with a squeegee, trowel, roller, or spray equipment whether applied inside or outside of a building. The priming of surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three- (3-) knot brush, or spray systems. The waterproofing of all types of preformed panels;

5. The application of all types of spray-in-place such as urethane or polyurethane, and the coatings that are



applied over them;

6. The application of roof insulation, when the insulation material is applied as an integral part of the roofing system, whether the insulation material is applied as the first, last, or any other layer in between;

7. The operation and servicing of all kettles, bulk tankers, stationary heating tankers, and other types of equipment and tools used to accomplish this work (including heating systems for the operation of the equipment); and compressors for applying roofing material components, roof and mop carts, hydraulics, tools and equipment, be it hand or power, needed to apply waterproofing, insulated, and roofing materials;

8. The handling, hoisting, and storing of all roofing, damp, and waterproofing materials; and

9. The tear-off, removal, or both, of any type of roofing, all spudding, sweeping, vacuuming, cleanup, or a combination of these, of any areas of any type where a roof is to be relayed;

(R) Sheet Metal Worker—The work falling within the occupational title of sheet metal worker includes:

1. The handling, conditioning, assembling, installing, servicing, repairing, altering, and dismantling of the duct work for the heating, ventilation, and air-conditioning systems regardless of the materials used and the setting of all equipment and all supports and reinforcements in connection with the system;

2. The installation of expansion and discharge valves, air filters, and water filters in heating, ventilation, and air-conditioning systems;

3. The testing and balancing of air-handling equipment and duct work;

4. The forming, rolling, drawing, stamping, or pressing of sheet metal shingles, sheet metal tile, sheet metal brick, sheet metal stone, and sheet metal lumber, when specified for use as roofing, siding, waterproofing, weather proofing, fire proofing, or for ornamental or any other purpose;

5. The performing of sheet metal work specified for use in connection with or incidental to steeples, domes, minarets, look outs, dormers, louvers, ridges, copings, roofing, decking, hips, valleys, gutters, outlets, roof flanges, flashings, gravel stops, leader heads, down spouts, mansards, balustrades, skylights, cornice moulding, columns, capitals, panels, pilasters, mullions, spandrels, and any and all other shapes, forms and design of sheet metal work specified for use for waterproofing, weatherproofing, fire proofing, ornamental, decorative, or display purposes, or as trim on exterior of the buildings;

6. The installing of sheet metal ceilings

with cornices and mouldings of plain, ornamental, enameled, glazed, or acoustic type;

7. The installing of side walls, wainscoting of plain, ornamental, enameled, or glazed types, including sheet metal tile;

8. The application of all necessary wood or metal furring, plastic, or other materials, to which they are directly applied;

9. The performing of sheet-metal work specified for use in connection with or incidental to direct, indirect, or other types of heating, ventilating, air-conditioning, and cooling systems (including risers, stacks, ducts, S strips, fittings, dampers, casings, recess boxes, outlets, radiator enclosures, exhausts, ventilators, frames, grilles, louvers, registers, cabinets, fans, and motors);

10. The air washers, filters, air brushes, housings, air-conditioning chambers;

11. The setting and hanging of air-conditioning units, unit heaters or air-veyor systems, and air handling systems regardless of material used;

12. The assembling and setting up of all cast iron parts, warm air furnace, all stoker, gas, and oil burner equipment used in connection with warm air heating, all sheet metal hoods, casings, wall stacks, smoke pipes, truck lines, cold air intake, air chambers, vent pipes, frames, registers, dampers, and regulation devices;

13. The installing of equipment utilized in the operation of kitchens including ranges, canopies, steam tables, work tables, dishwashers, coffee urns, soda fountains, warming closets, sinks, drainboards, garbage chutes, incinerators, and refrigerators;

14. The installing of tubing, pipes, and fittings, used in connection with or incidental to coppersmithing work. The installation of fume hoods, metal toilet partitions, metal lockers, plain metal shelving; and

15. The handling, moving, hoisting, and storing of all sheet metal materials on the job site, where power equipment and rigging are required;

(S) Sprinkler Fitter—Applies to workers who perform the installation, adjustments, and corrections, repair, and dismantling of all fire protection and fire control systems and the installation of all fire piping for tubing, appurtenances, and equipment. The work falling within the occupational title includes: The handling and installation of all piping and appurtenances pertaining to sprinkler equipment, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to the sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, tank and pump connections, and fire protection systems using mulsifyre, spray, water,

fog, carbon dioxide (CO₂), gas and foam and dry chemical systems; and

(T) Truck Driver (which shall include truck control service driver, truck driver group I, truck driver group II, truck driver group III, and truck driver group IV)—The workers who perform work falling within the occupational title of work description for truck driver includes the operation, repair, and servicing of the following mechanical equipment. This occupational title encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for truck driver, as applicable to building construction, are as follows:

A. Truck control service driver – Applies to workers who perform work including:

(I) The delivery, installation, and pickup of traffic control devices;

(II) The unloading and installation of barricades, plastic channelizer drums, safety cones, and temporary flashing lights not to exceed one hundred fifteen (115) volts;

(III) Regular periodic inspections to assure that traffic control devices are clean, clearly visible, and properly positioned. Inspection and maintenance includes replacing batteries and bulbs in lights, cleaning reflective material and lenses, and repairing or replacing damaged or missing devices when incidental to and part of a public works construction project; and

(IV) Removal of all traffic control devices by loading them on a truck and driving them to a storage yard where they are unloaded;

B. Group I—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks single axle, station wagons, pick-up trucks, material trucks single axle, tank wagon single axle;

C. Group II—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: agitator and transit mix-trucks;

D. Group III—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks tandem axle, articulated dump trucks, material trucks tandem axle, tank wagon tandem axle; and

E. Group IV—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the



following equipment: semi and/or pole trailers, winch, fork and steel trucks, distributor drivers and operators, tank wagon semi-trailer, Insley wagons, dumpsters, halftracks, speedace, euclids, and other similar equipment, A-frame and Derrick trucks, float or low boy, and boom truck.

2. Heavy/highway construction. The subtitles falling within the occupational title work description for truck driver, as applicable to heavy/highway construction, are as follows:

A. Truck control service driver – Applies to workers who perform work including:

(I) The delivery, installation, and pickup of traffic control devices;

(II) The unloading and installation of barricades, plastic channelizer drums, safety cones, and temporary flashing lights not to exceed one hundred fifteen (115) volts;

(III) Regular periodic inspections to assure that traffic control devices are clean, clearly visible, and properly positioned. Inspection and maintenance includes replacing batteries and bulbs in lights, cleaning reflective material and lenses, and repairing or replacing damaged or missing devices when incidental to and part of a public works construction project; and

(IV) Removal of all traffic control devices by loading them on a truck and driving them to a storage yard where they are unloaded;

B. Group I—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks single axle, station wagons, pick-up trucks, material trucks single axle, tank wagon single axle;

C. Group II—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: agitator and transit mix-trucks;

D. Group III—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks tandem axle, articulated dump trucks, material trucks tandem axle, tank wagon tandem axle; and

E. Group IV—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: semi-and/or pole trailers, winch, fork and steel trucks, distributor drivers and operators, tank wagon semi-trailer, Insley wagons, dumpsters, halftracks, speedace, euclids, and other similar equipment, A-frame and Derrick trucks, float or low boy, and boom truck.

AUTHORITY: section 290.240.2., RSMo Supp. 2018. Original rule filed Sept. 15, 1992, effective May 6, 1993. Emergency amendment filed April 30, 1993, effective May 10, 1993, expired Aug. 28, 1993. Amended: Filed Aug. 13, 1996, effective Feb. 28, 1997. Amended: Filed Jan. 22, 1997, effective Sept. 30, 1997. Amended: Filed June 17, 2004, effective Dec. 30, 2004. Amended: Filed Aug. 19, 2010, effective Feb. 28, 2011. Amended: Filed Aug. 9, 2012, effective Feb. 28, 2013. Emergency amendment filed Nov. 7, 2014, effective Nov. 17, 2014, expired May 15, 2015. Amended: Filed Nov. 7, 2014, effective April 30, 2015. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

**Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

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290.010. What constitutes a day's labor. — From and after the first day of May, in the year eighteen hundred and sixty-seven, the period of eight hours shall be and constitute a legal day's work; but nothing in this section shall be so construed as to prevent parties to any contract for work, services or labor from agreeing upon a longer or shorter time. This section shall not apply to persons hired or employed by the month, nor to laborers or farm hands in the service of farmers or others engaged in agriculture.

(RSMo 1939 § 10166)

Prior revisions: 1929 § 13205; 1919 § 6766; 1909 § 7812

CROSS REFERENCE:

Election, employees allowed three hours to vote, 115.639

8/28/1939

290.020. Limitation of working hours in certain industries, exception by consent of worker. — It is hereby declared to be unlawful for any person, company or corporation engaged in carrying on any kind of mining, mechanical, chemical manufacturing or smelting business, to work their employees in any mill or mills, or plants, while engaged in crushing rocks and mine products, containing mineral or ores, or engaged in separating the minerals or ores from rock and such combination with which the mineral or ores are mixed, or reducing or roasting, or refining or smelting minerals or ores, from and after the time such rocks, or combination of rocks and mine products, or minerals or ores are taken out of the mines, at such labor or industry, for a period of time longer than eight hours in a day of twenty-four hours, without their consent, and it is hereby declared that eight hours shall constitute a day of employment, for all laborers, or employees, engaged in the kind of labor or industry aforesaid.

(RSMo 1939 § 10167, A.L. 1981 H.B. 748)

Prior revisions: 1929 § 13206; 1919 § 6767; 1909 § 7813

8/28/1981

290.030. Penalty. — Any person or persons, company or corporation who shall violate any of the provisions of section 290.020 shall, on conviction, be fined in a sum not less than twenty-five dollars nor more than five hundred dollars.

(RSMo 1939 § 10168)

Prior revisions: 1929 § 13207; 1919 § 6768; 1909 § 7814

8/28/1939



290.080. Employees paid semimonthly, exception — statement of deductions — violation, misdemeanor. — All corporations doing business in this state, and all persons operating railroads or railroad shops in this state, shall pay the wages and salaries of their employees as often as semimonthly, within sixteen days of the close of each payroll period; provided, however, that executive, administrative and professional employees, and sales people and other employees compensated in whole or in part on a commission basis, at the option of such employers, may be paid their salaries or commissions monthly. Such corporations and persons either as a part of the check, draft or other voucher paying the wages or separately, shall furnish the employee at least once a month a statement showing the total amount of deductions for the period. Any corporation or person violating this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in any sum not less than fifty dollars, nor more than five hundred dollars, for each offense.

(RSMo 1939 §§ 5080, 5081, 10176, A. 1949 S.B. 1105, A.L. 1955 p. 596)

Prior revisions: 1929 §§ 4608, 4609, 13215; 1919 §§ 9802, 9803, 6778; 1909 § 7820

CROSS REFERENCE:

Wages, when to be paid, interest, priority, 430.360

8/28/1955

290.090. Factory employees paid semimonthly — amount withheld — penalty. — The employees of the operators of all manufactories, including plate glass manufactories, operated within this state shall be regularly paid in full of all wages due them at least once in every fifteen days, in lawful money, and at no pay day shall there be withheld from the earnings of any employee any sum to exceed the amount due him for his labor for five days next preceding any such pay day. Any such operator who fails and refuses to pay his employees, their agents, assigns or anyone duly authorized to collect such wages, as in this section provided, shall become immediately liable to any such employee, his agents or assigns for an amount double

the sum due such employee at the time of such failure to pay the wages due, to be recovered by civil action in any court of competent jurisdiction within this state, and no employee, within the meaning of this section, shall be deemed to have waived any right accruing to him under this section by any contract he may make contrary to the provisions hereof.

(RSMo 1939 § 10175)

Prior revisions: 1929 § 13214; 1919 § 6775; 1909 § 7817

8/28/1939

290.095. Wage subsidies, bid supplements, and rebates for employment prohibited, when — violation, penalty. — 1. No contractor or subcontractor may directly or indirectly receive a wage subsidy, bid supplement, or rebate for employment on a public works project if such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate paid by the employer on a given occupational title below the wage rate required to be paid for such project pursuant to sections 290.210 to 290.340.

2. In the event a wage subsidy, bid supplement, or rebate is lawfully provided or received under subsection 1 of this section, the entity receiving such subsidy, supplement, or rebate shall report the date and amount of such subsidy, supplement, or rebate to the public body within thirty days of receipt of payment. This disclosure report shall be a matter of public record under chapter 610.

3. Any employer in violation of this section shall owe to the public body double the dollar amount per hour that the wage subsidy, bid supplement, or rebate has reduced the wage rate paid by the employer below the wage rate required to be paid for such project pursuant to sections 290.210 to 290.340 for each hour that work was performed. It shall be the duty of the department to calculate the dollar amount owed to the public body under this section.

(L. 2007 S.B. 339, A.L. 2018 H.B. 1729, et al.)

8/28/2018



290.100. Thirty days' notice of reduction of wages, how. — Any railway, mining, express, telegraph, manufacturing or other company or corporation doing business in this state, and desiring to reduce the wages of its employees, or any of them, shall give to the employees to be affected thereby thirty days' notice thereof. Such notice may be given by posting a written or printed handbill, specifying the class of employees whose

wages are to be reduced and the amount of the reduction, in a conspicuous place in or about the shops, station, office, depot or other place where said employees may be at work, or by mailing each employee a copy of said notice or handbill, and such company or corporation violating any of the provisions of this section shall forfeit and pay each party affected thereby the sum of fifty dollars, to be recovered by civil action in the name of the injured party, with costs, before any court of competent jurisdiction.

(RSMo 1939 §§ 5066, 5067, A.L. 1943 p. 410 § 75)

Prior revisions: 1929 §§ 4590, 4591; 1919 §§ 9782, 9783; 1909 §§ 3022, 3023

8/28/1943

290.110. Payment due discharged employee — exceptions — penalty for delay. —

Whenever any person, firm or corporation doing business in this state shall discharge, with or without cause, or refuse to further employ any servant or employee thereof, the unpaid wages of the servant or employee then earned at the contract rate, without abatement or deduction, shall be and become due and payable on the day of the discharge or refusal to longer employ and the servant or employee may request in writing of his foreman or the keeper of his time to have the money due him, or a valid check therefor, sent to any station or office where a regular agent is kept; and if the money or a valid check therefor, does not reach the station or office within seven days from the date it is so requested, then as a penalty for such nonpayment the wages of the servant or employee shall continue from the date of the discharge or refusal to further employ, at the same rate until paid; provided, such wages shall not continue more than sixty days. This section shall not apply in the case of an employee whose remuneration for work is based primarily on commissions and whose duties include collection of accounts, care of a stock or merchandise and similar activities and where an audit is necessary or customary in order to determine the net amount due.

(RSMo 1939 § 5082, A.L. 1943 p. 410 § 76, A.L. 1963 p. 414, A.L. 1972 H.B. 1203)

Prior revisions: 1929 § 4610; 1919 § 9804

8/28/1972

290.120. Employee not entitled to benefits, when. — No such servant or employee who secretes or absents himself to avoid payment to him, or refuses to receive the same when fully tendered, shall be entitled to any benefit under sections 290.110 and 290.120 for such time as he so avoids payment.

(RSMo 1939 § 5083, A.L. 1943 p. 410 § 77)

Prior revisions: 1929 § 4611; 1919 § 9805

8/28/1943



290.130. Action by employees for breach of employment contract. — Any such servant or employee whose employment is for a definite period of time, and who is discharged without cause before the expiration of such time, may, in addition to the penalty prescribed by this law, have an action against any such employer for any damages he may have sustained by reason of such wrongful discharge, and such action may be joined with an action for unpaid wages and penalty.

(RSMo 1939 § 5084, A.L. 1943 p. 410 § 78)

Prior revisions: 1929 § 4612; 1919 § 9806

8/28/1943

290.140. Letter of dismissal, when — failure to issue, damages — punitive damages, limitations. — 1. Whenever any employee of any corporation doing business in this state and which employs seven or more employees, who shall have been in the service of said corporation for a period of at least ninety days, shall be discharged or voluntarily quit the service of such corporation and who thereafter within a reasonable period of time, but not later than one year following the date the employee was discharged or voluntarily quit, requests in writing by certified mail to the superintendent, manager or registered agent of said corporation, with specific reference to the statute, it shall be the duty of the superintendent or manager of said corporation to issue to such employee, within forty-five days after the receipt of such request, a letter, duly signed by such superintendent or manager, setting forth the nature and character of service rendered by such employee to such corporation and the duration thereof, and truly stating for what cause, if any, such employee was discharged or voluntarily quit such service.

2. Any corporation which violates the provisions of subsection 1 of this section shall be liable for compensatory but not punitive damages but in the event that the evidence establishes that the employer did not issue the requested letter, said employer may be liable for nominal and punitive damages; but no award of punitive damages under this section shall be based upon the content of any such letter.

(RSMo 1939 § 5064, A.L. 1941 p. 330, A.L. 1982 S.B. 747)

Prior revisions: 1929 § 4588; 1919 § 9780; 1909 § 3020

CROSS REFERENCE:

Employee dismissal rights, damage action, time limitation, 516.140

(1985) Actual damages in a "service letter" case are proven by showing that the plaintiff was refused employment or hindered in obtaining employment, due to the absence or inadequacy of a service letter, that the position plaintiff was refused or hindered in obtaining was actually open, and the rate of pay of that position. *Gibson v. Hummel* (Mo. App. E.D.), 688 S.W.2d 4.

(1985) An award of punitive damages based on the failure to provide a service letter is improper except upon a showing of actual or legal malice. *Comerio v. Beatrice Foods Co.*, 616 F.Supp. 1423 (D.C.Mo.).

(1986) An employer which fails to issue the service letter within forty-five days of it being requested may be liable for punitive damages. *Talbert v. Safeway Stores, Inc.* 651 F.Supp. 1563 (W.D. Mo.).

1986) A statement that termination is due to "unsatisfactory work performance" is insufficient as a matter of law under this section. *Gloria v. University of Health Sciences*, 713 S.W.2d 32 (Mo. App. W.D.).

(1987) Legal malice must be proven in order to recover punitive damages pursuant to this section and such malice must be averred generally in the petition. *Willett v. Slay Warehouse Co., Inc.*, 735 S.W.2d 60 (Mo. App. E.D.).

(1987) Legal malice or the deliberate failure to provide a service letter knowing that an individual has requested one perhaps may be shown in order to recover punitive damages by proving that this section was cited in the request for a service letter. *Fink v. Revco Discount Drug Centers, Inc.*, 666 F.Supp. 1325 (W.D. Mo.).

(1990) Letter requesting statement of reasons for employee's discharge signed only by the employee's attorney and not by the employee is not a valid request for a service letter. *Zeman v. V.F. Factory Outlet, Inc.*, 911 F.2d 107 (8th Cir.).

(1990) Discharged employee not entitled to actual damages for an employer's violation of service letter statute for false statements unless employee can show evidence that prospective employer saw letter and held it against employee. Employee could seek nominal damages. *Prewitt v. Factory Motor Parts, Inc.*, 747 F.Supp. 560 (W.D. Mo.).

8/28/1982

290.145. Discrimination, refusal to hire or discharge employee for alcohol or tobacco use not during working hours, prohibited, exception — not cause for legal actions. — It shall be an improper employment practice for an employer to refuse to hire, or to discharge, any individual, or to otherwise disadvantage any individual, with respect to compensation, terms or conditions of employment because the individual

uses lawful alcohol or tobacco products off the premises of the employer during hours such individual is not working for the employer, unless such use interferes with the duties and performance of the employee, the employee's coworkers, or the overall operation of the employer's business; except that, nothing in this section shall prohibit an employer from providing or contracting for health insurance benefits at a reduced premium rate or at a reduced deductible level for employees who do not smoke or use tobacco products. Religious organizations and church-operated institutions, and not-for-profit organizations whose principal business is health care promotion shall be exempt from the provisions of this section. The provisions of this section shall not be deemed to create a cause of action for injunctive relief, damages or other relief.

(L. 1992 S.B. 509, et al. § 6, A.L. 2005 H.B. 596, A.L. 2006 S.B. 567 & 792)

8/28/2006



290.152. Employer response to request for information about current or former employee, contents, requirements, civil immunity, when. — 1. As used in this section, the following terms shall mean:

(1) **"Employer"**, any individual, organization, partnership, political subdivision, corporation or other legal entity which has or had in the entity's employ one or more individuals performing services for the entity within this state;

(2) **"Prospective employer"**, any employer, as defined in this subsection, to which an individual has made application for employment, either oral or written, or forwarded a resume or other correspondence expressing an interest in employment.

2. An employer may:

(1) Respond in writing to a written request concerning a current or former employee from an entity or person which the employer reasonably believes to be a prospective employer of such employee; and

(2) Disclose the nature and character of service rendered by such employee to such employer and the duration thereof; and

(3) Truly state for what cause, if any, such employee was discharged or voluntarily quit such service. The provisions of this section shall apply regardless of whether the employee becomes employed by the prospective employer prior to receipt of the former employer's written response. The information provided pursuant to this section shall be consistent with the content of any service letter provided pursuant to section 290.140 for the same employee.

3. The employer shall send a copy of any letter provided pursuant to subsection 2 of this section to the current employee or former employee at the employee's last known address. The current or former employee may request from the employer a copy of the letter provided pursuant to subsection 2 of this section for up to one year following the date of such letter.

4. For purposes of this section, an employer shall be immune from civil liability for any response made pursuant to this section or for any consequences of such response, unless such response was false and made with knowledge that it was false or with reckless disregard for whether such response was true or false.

5. Any employer who violates the provisions of subsection 2 of this section shall be liable for compensatory damages but not punitive damages.

6. Any letter issued pursuant to this section shall not be admitted as evidence in an unemployment compensation claim.

(L. 1999 S.B. 32)

8/28/1999

290.210. Definitions. — As used in sections 290.210 to 290.340, unless the context indicates otherwise, the following terms shall mean:

(1) "**Collective bargaining agreement**", any written agreement or understanding between an employer or employer association and a labor organization or union which is the exclusive bargaining representative of the employer's or employer association's employees pursuant to the terms of the National Labor Relations Act and which agreement or understanding or predecessor agreement or understanding has been used to determine an occupational title wage rate;

(2) "**Construction**", construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair;

(3) "**Department**", the department of labor and industrial relations;

(4) "**Labor organization**" or "**union**", any entity which has been designated pursuant to the terms of the National Labor Relations Act as the exclusive bargaining representative of employees of employers engaged in the construction industry, which entity or affiliated entity has ever had a collective bargaining agreement which determined an occupational title wage rate;

(5) "**Locality**", the county where the physical work upon public works is performed;

(6) "**Maintenance work**", the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased;

(7) "**Prevailing hourly rate of wages**" or "**prevailing wage rate**", the wages paid generally, to workers engaged in work of a similar character in the locality in which the public works is being performed, including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made to a fund, plan or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the department, insofar as sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions and costs is not less than the rate of pay plus the other amounts as provided herein;

(8) "**Public body**", the state of Missouri or any officer, official, authority, board or commission of the state, or other political subdivision thereof, or any institution supported in whole or in part by public funds;

(9) "**Public works**", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility. It does not include any work done for or by any drainage or levee district;

(10) "**Public works contracting minimum wage**", the wage rate determined by the department pursuant to section 290.257;

(11) **"Workers"**, laborers and mechanics.

(L. 1957 p. 574 § 1, A.L. 1965 p. 438, A.L. 1969 S.B. 142, A.L. 2013 H.B. 34, A.L. 2018 H.B. 1729, et al.)

(1981) Industrial development projects are not subject to the Prevailing Wage Act unless the projects constitute "public works" and involve workmen employed by or on behalf of a public body engaged in public works. State ex rel. Ashcroft v. City of Sedalia (Mo. App. W.D.), 629 S.W.2d 578.

8/28/2018

290.220. Policy declared. — It is hereby declared to be the policy of the state of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in public works, exclusive of maintenance work.

(L. 1957 p. 574 § 2, A.L. 2018 H.B. 1729, et al.)

8/28/2018



290.230. Prevailing wage rates required on construction of public works — who is deemed employed upon public works — inapplicability of prevailing wage, when.

— 1. (1) Except as otherwise provided in this section, not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

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

- (a) January first;
- (b) The last Monday in May;
- (c) July fourth;

- (d) The first Monday in September;
- (e) November eleventh;
- (f) The fourth Thursday in November; and
- (g) December twenty-fifth;

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

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

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

2. Only workers that are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job shall be deemed to be employed upon public works.

3. Any worker who agrees in writing to volunteer his or her labor without pay shall not be deemed to be employed upon public works, and shall not be entitled to the wage rates required pursuant to sections 290.210 to 290.340. For the purposes of this section, the term "**worker who agrees in writing to volunteer his or her labor without pay**" shall mean a worker who volunteers his or her labor without any promise of benefit or remuneration for such voluntary activity, and who is not a prisoner in any jail or prison facility and who is not performing community service pursuant to disposition of a criminal case against him or her, and is not otherwise employed for compensation at any time in the construction or maintenance work on the same public works for which the worker is a volunteer. Under no circumstances may an employer or a public body force, compel or otherwise intimidate a worker into performing work otherwise paid at a prevailing wage rate or at a public works contracting minimum wage rate as a volunteer.

4. When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workers engaged in

this dual capacity shall be deemed employed directly on public works.

5. (1) The provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less.

(2) The total project cost shall be based upon the entire project and not individual projects within a larger project.

(3) The total project cost shall include the value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project. The total project cost shall additionally include all materials and supplies purchased for the project.

6. A public body shall not divide a project into multiple contracts for the purpose of lowering the total project cost below the threshold described in subsection 5 of this section.

7. For any public works project for which either the engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of sections 290.210 to 290.340 shall apply only to that portion of the project that was in excess of seventy-five thousand dollars.

8. Notwithstanding any provision of law to the contrary, for the purposes of construction of public works for which either the engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of ten thousand dollars or less for all occupational titles, public bodies shall be exempt from any law requiring the use of competitive bids.

(L. 1957 p. 574 § 3, A.L. 2014 H.B. 1594, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.235. On-the-job training periods, use of entry-level workers and apprentices — wages — aggregate limit. — 1. Employers may use entry-level workers and federally registered apprentices for on-the-job training periods. The wage rate for on-the-job training workers shall be equal to fifty percent of the applicable wage rate for a journeyman worker under the appropriate occupational title for a specific locality.

2. The combined total of entry-level workers and federally registered apprentices shall not exceed a one-to-one ratio with the number of journeyman workers in any

occupational title on a public works project subject to sections 290.210 to 290.340.

(L. 2018 H.B. 1729, et al.)

8/28/2018

290.240. Department inquiry into complaints — rulemaking authority. — 1. The department shall inquire diligently into complaints regarding any violation of sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of sections 290.210 to 290.340. Complaints regarding any violation of sections 290.210 to 290.340 shall be filed with the department. The following interested parties are the only parties allowed to file such complaints with the department:

(1) Any decision-making public servant for a public body for which a public works project is being performed, if the complaint is against the contractor or subcontractor for the project;

(2) Any contractor, if the complaint is against his or her subcontractor for work performed on behalf of a public body;

(3) Any subcontractor, if the complaint is against his or her contractor for work performed on behalf of a public body; and

(4) Any worker who alleges a violation of his or her rights under sections 290.210 to 290.340.

2. The department may establish rules and regulations for the purpose of carrying out the provisions of sections 290.210 to 290.340.

(L. 1957 p. 574 § 6, A.L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018



290.250. Applicable wage rates, incorporation into contracts — failure to pay, penalty — complaints of violation, public body or prime contractor to withhold payment — determination of a violation, investigation required — employer's right to dispute — enforcement proceeding permitted, when. — 1. Every public body authorized to contract for or construct public works before advertising for bids or undertaking such construction shall request the department to determine the applicable wage rates in the locality where the work is to be performed. The department shall determine the applicable wage rates in the locality in which the work is to be performed as provided in section 290.257. Such determination or schedule of the wage rates shall be attached to and made a part of the specifications for the

work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract the wage rates in the locality needed to execute the contract. The contractor to whom the contract is awarded and any subcontractor under the contractor shall pay not less than the specified wage rates to all workers employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the specified wage rates shall be paid to all workers performing work under the contract. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the specified wage rates for any work done under the contract, by the contractor or by any subcontractor under the contractor, and the public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. The public body awarding the contract, and its agents and officers, shall take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under the contract, shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. Any contractor may withhold from any subcontractor sufficient sums to cover any penalties withheld by the awarding public body on account of the subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made, the contractor may recover from the subcontractor the amount of the penalty in a suit at law.

2. In determining whether a violation of sections 290.210 to 290.340 has occurred, and whether a penalty shall be imposed pursuant to subsection 1 of this section, the department shall investigate any complaint made by an interested party listed under section 290.240. Upon completing such investigation, the department shall notify the employer of its findings. If the department concludes that a violation of sections 290.210 to 290.340 has occurred and a penalty may be due, the department shall notify the employer of such finding by providing a notice of penalty to the employer. Such penalty shall not be due until forty-five days after the date of the notice of the penalty.

3. The employer shall have the right to dispute such notice of penalty in writing to the department within forty-five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other

arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

4. If the employer fails to pay all wages due as determined by the arbitrator within forty-five days following the conclusion of the arbitration process, or if the employer fails to exercise the right to seek arbitration, the department may then pursue an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer. If the court orders payment of the penalties as prescribed in subsection 1 of this section, the department shall be entitled to recover its actual cost of enforcement from such penalty amount.

5. Nothing in this section shall be interpreted as precluding an action for enforcement filed by an aggrieved employee as otherwise provided in law.

(L. 1957 p. 574 § 4, A.L. 1969 S.B. 142, A.L. 2007 S.B. 339, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.257. Determination of prevailing wage — annual calculation — final determination, when — occupational titles, applicability. — 1. (1) In determining the prevailing wage rate, the department shall accept and consider information submitted in either paper or electronic format regarding local wage rates for construction projects that occurred during the year preceding the annual wage order to be issued, provided that information regarding local wage rates for entry-level workers and federally registered apprentices shall not be considered.

(2) (a) The prevailing wage rate for each occupational title shall be equal to the weighted average wage for that occupational title.

(b) For purposes of this subdivision, the following terms shall mean:

a. "**Reported wage sum**", for each occupational title, the sum of every product of each reported wage rate, which shall include fringe benefits, multiplied by the total number of reportable hours at such wage rate; and

b. "**Weighted average wage**", the reported wage sum for each occupational title divided by the total number of reportable hours for that occupational title.

2. The department shall annually calculate the public works contracting minimum wage in each locality. The public works contracting minimum wage shall be equal to

one hundred twenty percent of the average hourly wage in a particular locality, as determined by the Missouri economic research and information center within the department of economic development, or any successor agency.

3. A final determination of the prevailing hourly rate of wages and the public works contracting minimum wage applicable to every locality to be contained in an annual wage order shall be made annually on or before July 1, 2019, and July first of each year thereafter. The wage order shall remain in effect until superseded by a new annual wage order. The department shall, by March 10, 2019, and March tenth of each year thereafter, make an initial determination of the prevailing wage rate for each occupational title within the locality as well as an initial determination as to the public works contracting minimum wage. Objections may be filed as to any initial determination as provided in section 290.262.

4. (1) If the total number of reportable hours that are paid pursuant to a collective bargaining agreement and the total number of reportable hours that are not paid pursuant to a collective bargaining agreement equal or exceed, in the aggregate, one thousand hours for any particular occupational title within a locality, workers engaged in that occupational title in such locality shall be paid the prevailing wage rate determined by the department pursuant to this section.

(2) If the total number of reportable hours that are paid pursuant to a collective bargaining agreement and the total number of reportable hours that are not paid pursuant to a collective bargaining agreement do not equal or exceed, in the aggregate, one thousand hours for any particular occupational title within a locality, workers engaged in that occupational title in such locality shall be paid the public works contracting minimum wage.

5. For purposes of this section, the term "**reportable hours**" shall mean hours reported by a contractor for work performed under such contractor in a particular occupational title within a particular locality.

6. (1) The different types of occupational titles to which sections 290.210 to 290.340 shall apply shall be limited to, and shall include, all of the following:

(a) Asbestos worker;

(b) Boilermaker;

(c) Bricklayer;

(d) Carpenter, which shall include pile driver, millwright, lather, and linoleum layer;

- (e) Cement mason, which shall include plasterer;
- (f) Communications technician;
- (g) Electrician;
- (h) Elevator constructor;
- (i) Glazier;
- (j) Ironworker;
- (k) General laborer, including first semi-skilled laborer and second semi-skilled laborer;
- (l) Mason, which shall include marble mason, marble finisher, terrazzo worker, terrazzo finisher, tile setter, and tile finisher;
- (m) Operating engineer, which shall include operating engineer group one, operating engineer group two, operating engineer group three, operating engineer group three-A, operating engineer group four, and operating engineer group five;
- (n) Outside lineman, lineman operator, groundman, lineman tree trimmer, groundman tree trimmer, and any combination thereof;
- (o) Painter;
- (p) Plumber, which shall include pipefitter;
- (q) Roofer;
- (r) Sheet metal worker;
- (s) Sprinkler fitter; and
- (t) Truck driver, which shall include truck control service driver, truck driver group one, truck driver group two, truck driver group three, and truck driver group four.

(2) Each occupational title listed in subdivision (1) of this subsection shall have the same meaning and description as given to such occupational title in 8 CSR 30-3.060.

(L. 2018 H.B. 1729, et al.)

8/28/2018

290.260. Determination of hourly rate for heavy and highway construction work, when made, where filed, objections, hearing, determination. — 1. The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages for heavy and highway construction work in the localities. In doing so, the department shall accept and consider information regarding local wage

rates that is submitted in either paper or electronic formats. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July first of each year for the Missouri state highways and transportation commission and shall remain in effect until superseded by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

2. A certified copy of the determination so made shall be filed immediately with the secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

3. At any time within thirty days after the certified copies of the determinations have been filed with the secretary of state and the department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

4. Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

5. The department at its discretion may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department, or the objector, or any interested party, thereafter may introduce any evidence that is material to the issues.

6. Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the secretary of state and with the department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

7. This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of chapter 536. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of

the final determination with the secretary of state shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

8. At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536 and be made a party to the proceedings.

9. All proceedings in any court affecting a determination of the department under the provisions of sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

(L. 1957 p. 574 § 8, A.L. 1965 p. 95, A.L. 1969 S.B. 142, A.L. 2013 H.B. 34)

(1962) The function of the court in reviewing decision of industrial commission fixing hourly wage rate is to decide if the determination was authorized by law and supported by competent and substantial evidence upon the whole record. *United Bro. of Carpenters, etc. v. Industrial Commission (A.)*, 363 S.W.2d 82.

8/28/2013

290.262. Determination of hourly rate, certification — objections, hearings — final determination — notice to department by public body, when. — 1. A certified copy of any initial wage determinations made pursuant to section 290.257 shall be filed immediately with the secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

2. At any time within thirty days after the certified copies of the determinations have been filed with the secretary of state and the department, any person who is affected thereby may object in writing to a determination or a part thereof that he or she deems objectionable by filing a written notice with the department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

3. After the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

4. The department at its discretion may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department, or the objector, or any interested party, thereafter may introduce any evidence that is material to the issues.

5. Within twenty days of the conclusion of the hearing, the department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the secretary of state and with the department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

6. This final decision of the department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of chapter 536. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the secretary of state shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

7. At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536 and be made a party to the proceedings.

8. Any annual wage order made for a particular occupational title in a locality, that is based on the number of hours worked under a collective bargaining agreement, may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement which covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subsection, the employee's representative or employer in regard to such collective bargaining agreement shall notify the department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

9. In addition to all other reporting requirements of sections 290.210 to 290.340, each public body which is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the department, on a form prescribed by the department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

(L. 1993 H.B. 638, A.L. 2013 H.B. 34, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.263. Wage rates to equal or exceed federal minimum wage. — The wage rates required to be paid to workers upon public works pursuant to sections 290.210 to 290.340 shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.265. Wage rates posted, where. — A clearly legible statement of all wage rates required to be paid to all workers employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under sections 290.210 to 290.340 and such notice shall remain posted during the full time that any such worker shall be employed on the public works.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018



290.270. Declaration as to wages final — maximum wages and hours not limited. — The finding of the department ascertaining and declaring the prevailing hourly rate of wages and the public works contracting minimum wage shall be final for the locality, unless reviewed under the provisions of sections 290.210 to 290.340. Nothing in sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any worker employed on any public work of more than the prevailing hourly rate of wages or the public works contracting minimum wage. Nothing in sections 290.210 to 290.340 shall be construed to limit the hours of work which may be performed by any worker in any particular period of time.

(L. 1957 p. 574 § 7, A.L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.280. Administration of oaths — subpoenas — enforcement of subpoenas. —

The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or on the refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by section 536.077 for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

(L. 1957 p. 574 § 9, A.L. 1961 p. 438)

8/28/1961

290.290. Contractor's payroll records, contents — affidavit of compliance required — signs on motor vehicles and equipment, requirements — temporary stationary sign, when — exception. —

1. The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

2. Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he or she had fully complied with the provisions and requirements of sections 290.210 to 290.340, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

3. Each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each

motor vehicle and motorized self-propelled piece of equipment which is used in connection with such public works project during the time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet but the size of the lettering need not be larger than two inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign, with the information required pursuant to this subsection, at the main entrance of the construction project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

4. The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

(L. 1957 p. 574 § 5, A.L. 1969 S.B. 142, A.L. 1993 H.B. 416 & 417, A.L. 2018 H.B. 1729, et al.)

8/28/2018



290.300. Actions for wages by worker authorized. — Any worker employed by the contractor or by any subcontractor under the contractor who shall be paid for his or her services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

(L. 1957 p. 574 § 10, A.L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.305. Rebates by workers prohibited, exception. — No person, firm or corporation shall violate the wage provisions of any contract contemplated in sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in sections 290.210 to 290.340. Where workers are employed and their rate of wages has been determined as provided in sections 290.210 to 290.340, no person, either on his or her behalf or for

any other person, shall request, demand or receive, either before or after such worker is engaged, that such worker pay back, return, donate, contribute, or give any part or all of said worker's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such worker from procuring or retaining employment, and no person shall, directly or indirectly, pay, request or authorize any other person to violate this section. This section shall not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.315. Deductions from wages, agreement to be written, approval of public body required. — All contractors and subcontractors subject to sections 290.210 to 290.340 shall make full payment of the required wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section shall not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018



290.320. Advertising for bids before wage rates are determined prohibited. — No public body, officer, official, member, agent or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the wage rates in the locality where the work is to be performed as provided in sections 290.210 to 290.340.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.325. Awarding contract or payment without wage rate determination prohibited. — No public body, officer, official, member, agent or representative thereof authorized to contract for public works shall award a contract for the

construction of such improvement or disburse any funds on account of the construction of such public improvement, unless such public body has first had the department determine the rates of wages required to be paid in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018

290.330. Convicted violators of sections 290.210 to 290.340 listed, effect of. — The department after investigation, upon complaint made by an interested party listed under section 290.240 or upon its own initiative, shall file with the secretary of state a list of the contractors and subcontractors who it finds have been prosecuted and convicted for violations of sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of each subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the secretary of state shall be notice to all public bodies and their officers, officials, members, agents and representatives.

(L. 1969 S.B. 142, A.L. 2018 H.B. 1729, et al.)

8/28/2018



290.335. Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized. — If it is found that a public body, contractor or subcontractor has not complied with any of the terms of sections 290.210 to 290.340, the department shall give notice of the precise violation in writing to such public body, contractor or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may in writing inform the attorney general of the fact that such notice has been given and that the public body, contractor or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the attorney general shall at the earliest possible time bring suit in the name of the state in the circuit court of the county in

which such public body is located or where any such contractor or subcontractor is engaged in any public works to enjoin the award of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall in any such injunctive action post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have and exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

(L. 1969 S.B. 142)

8/28/1969

290.340. Penalty for violation. — Any officer, official, member, agent or representative of any public body, contractor or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

(L. 1969 S.B. 142)

8/28/1969

290.350. Request for arbitration, when, how made — board to be appointed. — Whenever a dispute exists concerning wages, hours of labor, or conditions of employment of members of a paid fire department of any county, city, town, fire district, or other governmental unit having a population in excess of twenty thousand or located in a county of the first class, and a request for arbitration is made by either party to the dispute, a firemen's arbitration board shall be appointed as provided in sections 290.350 to 290.380. Request for arbitration may be made by written petition signed by at least fifty-one percent of the employees of the fire department or by

resolution of the county commission, council, board, or other governing body having direction and control over the fire department.

(L. 1963 p. 415 § 1)

(1968) As applied to constitutional charter cities, §§ 290.350 and 290.360 are unconstitutional and void as imposing duties upon a municipal officer. State ex rel. Burke v. Cervantes, 423 S.W.2d 791 (Mo.).

8/28/1963



290.360. Board members — selected, how — officers. — The board shall consist of five members, four of whom shall be appointed by the chief executive officer of the county, city, town, fire district, or other governmental unit involved, and shall be qualified voters of the county, city, town, fire district, or other governmental unit involved. Two of these appointments shall be made from a list of four or more, submitted by the employees. If the request for arbitration is initiated by petition of the employees, the petition shall be accompanied by a list of four or more persons. If the request for arbitration is initiated by the county commission, council, board or other governing body having direction and control over the fire department, the chief executive officer of the county, city, town, fire district, or other governmental unit shall mail a copy of the resolution, together with a request for the submission of a list of four or more prospective members of the firemen's arbitration board to representatives of the employees of the fire department. The four members appointed by the chief executive officer shall select the fifth member of the board, who may or may not be a registered voter of the county, city, town, fire district, or other governmental unit involved. The board shall meet and organize as soon as possible after its appointment. The board shall select from its membership a chairman and any other officers it considers necessary, and make rules of procedure governing its hearings.

(L. 1963 p. 415 § 2)

(1968) As applied to constitutional charter cities, §§ 290.350 and 290.360, RSMo, are unconstitutional and void as imposing duties upon a municipal officer. State ex rel. Burke v. Cervantes, 423 S.W.2d 791 (Mo.).

8/28/1963

290.370. Hearing and recommendations of board. — The board shall conduct hearings, with dispatch, for the purpose of hearing evidence relevant to the subject of the dispute, and shall, as soon as practicable, report its findings and recommendations in writing to the chief executive officer of the county, city, town, fire district, or other

governmental unit involved, and to any organization of firemen involved. The report shall be concurred in by at least three members of the board. The recommendation shall be advisory only and shall not be binding upon the county, city, town, fire district, or other governmental unit, or upon the members of the fire department involved.

(L. 1963 p. 415 § 3)

8/28/1963

290.380. Expenses of board members to be paid. — Members of the board shall serve without compensation. All necessary expenses of any hearing conducted by the board members, certified to by all the members of the board, shall be paid by the county, city, town, fire district, or other governmental unit involved.

(L. 1963 p. 415 § 4)

8/28/1963



290.400. Definitions. — As used in sections 290.400 to 290.450 the following words have the meanings indicated unless the context clearly requires otherwise:

- (1) "**Commission**", the labor and industrial relations commission of Missouri;
- (2) "**Employee**", every woman or man in receipt of or entitled to compensation for labor performed for any employer;
- (3) "**Employer**", every person, firm, corporation, agent, manager, representative, contractor, subcontractor, principal or other person having control or direction of any woman or man employed at any labor, or responsible directly or indirectly for the wages of another;
- (4) "**Female**", a woman of eighteen years or over;
- (5) "**Wage rates**" or "**wages**", any compensation for labor measured by time, piece, or otherwise.

(L. 1963 p. 416 § 1)

8/28/1963

290.410. Employer not to pay female lower wage. — Notwithstanding any other provisions of the law, no employer shall pay any female in his employ at wage rates less than the wage rates paid to male employees in the same establishment for the same quantity and quality of the same classification of work, provided that nothing herein shall prohibit a variation of rates of pay for male and female employees

engaged in the same classification of work based upon a difference in seniority, length of service, ability, skill, difference in duties or services performed, difference in the shift or time of day worked, hours of work, or restrictions or prohibitions on lifting or moving objects in excess of specified weight, or other reasonable differentiation, or factors other than sex, when exercised in good faith.

(L. 1963 p. 416 § 2)

8/28/1963

290.420. Female may register complaint. — Any affected female employee may register with the commission a complaint that the wages paid to her are less than the wages to which she is entitled under sections 290.400 to 290.450.

(L. 1963 p. 416 § 4)

8/28/1963



290.430. Labor and industrial relations commission to mediate wage disputes. — The commission shall take all proceedings necessary to mediate the dispute concerning the payment of any sums alleged to be due and unpaid to the female employees. The commission shall have the power to issue such regulations not inconsistent with the purpose and provisions of sections 290.400 to 290.450, as it deems necessary or appropriate for the administration thereof.

(L. 1963 p. 416 § 5, A.L. 1965 p. 95)

8/28/1965

290.440. Female may recover wages, when — burden of proof. — 1. Any employer who violates section 290.410 is liable to the female employee affected in the amount of the wages of which the female employee is deprived by reason of the violation.

2. Any female employee receiving less than the wage to which she is entitled under sections 290.400 to 290.450 may recover in a civil action the balance of the wages, together with the costs of suit, notwithstanding any agreement to work for a lesser wage.

3. The burden of proof shall be upon the person bringing the claim to establish that the differentiation in rate of pay is based upon the factor of sex and not upon other differences or factors.

(L. 1963 p. 416 §§ 3, 6, 8)

8/28/1963

290.450. Actions to be instituted in circuit court — limitations. — Any action based upon or arising under sections 290.400 to 290.450 shall be instituted in the circuit court within six months after the date of the alleged violation, but in no event shall any employer be liable for any pay due under sections 290.400 to 290.450 for more than thirty days prior to receipt by the employer of written notice of claim thereof from the female employee.

(L. 1963 p. 416 § 7)

8/28/1963



290.460. Powers and duties of commission. — The commission shall carry on a continuing program of education, information, study, and community organization concerning the problems of female employees in seeking, obtaining and holding employment without discrimination on account of sex. The commission's power and duties shall include but not be limited to the following:

- (1) Promote in cooperation with the federal government, state, local and private agencies and organizations, programs to eliminate discrimination in employment based solely on sex;
- (2) Promote research with the view to reducing barriers based solely on sex in the hire, employment and retention of female employees;
- (3) Sponsor and correlate in communities of the state, information and educational programs intended to reduce or abolish discrimination in employment based solely on sex;
- (4) Recommend to the governor, from time to time, any specific proposals for legislation as may be deemed necessary and proper for the elimination in employment of discrimination based solely on sex.

(L. 1965 p. 439)

8/28/1965

290.500. Definitions. — As used in sections 290.500 to 290.530, the following words and phrases mean:

- (1) "**Agriculture**", farming and all its branches including, but not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural commodities, the raising of livestock, fish and other marine life, bees, fur-bearing animals or poultry and any practices performed by a farmer or on a farm as an incident to or in conjunction with farming operations,

including preparation for market, delivery to storage or to market or to carriers for transportation to market;

(2) "**Director**", the director of the department of labor and industrial relations or his authorized representative;

(3) "**Employee**", any individual employed by an employer, except that the term "employee" shall not include:

(a) Any individual employed in a bona fide executive, administrative, or professional capacity;

(b) Any individual engaged in the activities of an educational, charitable, religious, or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to the organization are on a voluntary basis;

(c) Any individual standing in loco parentis to foster children in their care;

(d) Any individual employed for less than four months in any year in a resident or day camp for children or youth, or any individual employed by an educational conference center operated by an educational, charitable or not-for-profit organization;

(e) Any individual engaged in the activities of an educational organization where employment by the organization is in lieu of the requirement that the individual pay the cost of tuition, housing or other educational fees of the organization or where earnings of the individual employed by the organization are credited toward the payment of the cost of tuition, housing or other educational fees of the organization;

(f) Any individual employed on or about a private residence on an occasional basis for six hours or less on each occasion;

(g) Any handicapped person employed in a sheltered workshop, certified by the department of elementary and secondary education;

(h) Any person employed on a casual basis to provide baby-sitting services;

(i) Any individual employed by an employer subject to the provisions of part A of subtitle IV of title 49, United States Code, 49 U.S.C. §§ 10101 et seq.;

(j) Any individual employed on a casual or intermittent basis as a golf caddy, newsboy, or in a similar occupation;

(k) Any individual whose earnings are derived in whole or in part from sales commissions and whose hours and places of employment are not substantially controlled by the employer;

(l) Any individual who is employed in any government position defined in 29 U.S.C. §§ 203(e)(2)(C)(i)-(ii);

(m) Any individual employed by a retail or service business whose annual gross volume sales made or business done is less than five hundred thousand dollars;

(n) Any individual who is an offender, as defined in section 217.010, who is incarcerated in any correctional facility operated by the department of corrections, including offenders who provide labor or services on the grounds of such correctional facility pursuant to section 217.550;

(o) Any individual described by the provisions of section 29 U.S.C. 213(a) (8);

(4) "**Employer**", any person acting directly or indirectly in the interest of an employer in relation to an employee;

(5) "**Learner and apprentice**", any individual under 20 years of age who has not completed the required training for a particular job. In no event shall the individual be deemed a learner or apprentice in the occupation after three months of training except where the director finds, after investigation, that for the particular occupation a minimum of proficiency cannot be acquired in three months. In no case shall a person be declared to be a learner or apprentice after six months of training for a particular employer or job. Employees of an amusement or recreation business that meets the criteria set out in 29 U.S.C. § 213(a) (3) may be deemed a learner or apprentice for ninety working days. No individual shall be deemed a learner or apprentice solely for the purpose of evading the provisions of sections 290.500 to 290.530;

(6) "**Occupation**", any occupation, service, trade, business, industry, or branch or group of industries or employment or class of employment in which individuals are gainfully employed;

(7) "**Wage**", compensation due to an employee by reason of his employment, payable in legal tender of the United States or checks on banks convertible into cash on demand at full face value;

(8) "**Person**", any individual, partnership, association, corporation, business, business trust, legal representative, or any organized group of persons;

(9) "**Man-day**", any day during which an employee performs any agricultural labor for not less than one hour.

(L. 1990 H.B. 1881 § 1, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.502. Minimum wage rate — increase or decrease, when. — 1. Except as may be otherwise provided pursuant to sections 290.500 to 290.530, effective January 1, 2007, every employer shall pay to each employee wages at the rate of \$6.50 per hour, or wages at the same rate or rates set under the provisions of federal law as the prevailing federal minimum wage applicable to those covered jobs in interstate commerce, whichever rate per hour is higher.

2. The minimum wage shall be increased or decreased on January 1, 2008, and on January 1 of successive years, by the increase or decrease in the cost of living. On September 30, 2007, and on each September 30 of each successive year, the director shall measure the increase or decrease in the cost of living by the percentage increase or decrease as of the preceding July over the level as of July of the immediately preceding year of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) or successor index as published by the U.S. Department of Labor or its successor agency, with the amount of the minimum wage increase or decrease rounded to the nearest five cents.

3. Except as may be otherwise provided pursuant to sections 290.500 to 290.530, and notwithstanding subsection 1* of this section, effective January 1, 2019, every employer shall pay to each employee wages at the rate of not less than \$8.60 per hour, or wages at the same rate or rates set under the provisions of federal law as the prevailing federal minimum wage applicable to those covered jobs in interstate commerce, whichever rate per hour is higher. Thereafter, the minimum wage established by this subsection shall be increased each year by \$.85 per hour, effective January 1 of each of the next four years, until it reaches \$12.00 per hour, effective January 1, 2023. Thereafter, the minimum wage established by this subsection shall be increased or decreased on January 1, 2024, and on January 1 of successive years, per the method set forth in subsection 2** of this section. If at any time the federal minimum wage rate is above or is thereafter increased above the minimum wage then in effect under this subsection, the minimum wage required by this subsection shall continue to be increased pursuant to this subsection ***, but the higher federal rate shall immediately become the minimum wage required by this subsection and shall be increased or decreased per the method set forth in subsection 2** for so long as it remains higher than the state minimum wage required and increased pursuant to this subsection.

4. For purposes of this section, the term "**public employer**" means an employer that is the state or a political subdivision of the state, including a department, agency, officer, bureau, division, board, commission, or instrumentality of the state, or a city,

county, town, village, school district, or other political subdivision of the state. Subsection 3**** of this section shall not apply to a public employer with respect to its employees. Any public employer that is subject to subsections 1* and 2** of this section shall continue to be subject to those subsections.

(L. 1990 H.B. 1881 § 2, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2018 Adopted by Initiative, Proposition B, November 6, 2018)

Effective 11-06-18

*Words "subsection (1)" appear in original rolls.

**Words "subsection (2)" appear in original rolls.

***Number "(3)" appears here in original rolls.

****Words "subsection (3)" appear in original rolls.

11/6/2018



290.505. Overtime compensation, applicable number of hours, exceptions. —

1. No employer shall employ any of his employees for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

2. Employees of an amusement or recreation business that meets the criteria set out in 29 U.S.C. 213(a)(3) must be paid one and one-half times their regular compensation for any hours worked in excess of fifty-two hours in any one-week period.

3. With the exception of employees described in subsection (2), the overtime requirements of subsection (1) shall not apply to employees who are exempt from federal minimum wage or overtime requirements including, but not limited to, the exemptions or hour calculation formulas specified in 29 U.S.C. Sections 207 and 213, and any regulations promulgated thereunder.

4. Except as may be otherwise provided under sections 290.500 to 290.530, this section shall be interpreted in accordance with the Fair Labor Standards Act, 29 U.S.C. Section 201, et seq., as amended, and the Portal to Portal Act, 29 U.S.C. Section 251, et seq., as amended, and any regulations promulgated thereunder.

(L. 1990 H.B. 1881 § 3, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2008 H.B. 1883 merged with H.B. 2041)

Effective 6-25-08 (H.B. 2041); 8-28-08 (H.B. 1883)

8/28/2008

290.507. Agriculture, law not applicable. — Sections 290.500 to 290.530 shall not apply to any employee or employer engaged in agriculture, as defined in section 290.500 (A) if such employee is employed by an employer who did not, during any calendar quarter during the preceding calendar year, use more than five hundred man-days of agriculture labor, (B) if such employee is the parent, spouse, child, or other member of his employer's immediate family, (C) if such employee (i) is employed as a hand harvest laborer and is paid on a piece rate basis in an operation which has been, and is customarily and generally recognized as having been, paid on a piece rate basis in the region of employment, (ii) commutes daily from his permanent residence to the farm on which he is so employed, and (iii) has been employed in agriculture less than thirteen weeks during the preceding calendar year, (D) if such employee (other than an employee described in clause (C) of this subsection) (i) is sixteen years of age or under and is employed as a hand harvest laborer, is paid on a piece rate basis in an operation which has been, and is customarily and generally recognized as having been, paid on a piece rate basis in the region of employment, (ii) is employed on the same farm as his parent or person standing in the place of his parent, and (iii) is paid at the same piece rate as employees over age sixteen are paid on the same farm, or (E) if such employee is principally engaged in the range production of livestock.

(L. 1990 H.B. 1881 § 4, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.510. Director may investigate to prove compliance. — The director shall have authority to investigate and ascertain the wages of persons employed in any occupation included within the meaning of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 5, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006



290.512. Gratuities, goods or services as part of wages, effect on minimum wage requirements. — 1. No employer of any employee who receives and retains compensation in the form of gratuities in addition to wages is required to pay wages in excess of fifty percent of the minimum wage rate specified in sections 290.500 to 290.530, however, total compensation for such employee shall total at least the minimum wage specified in sections 290.500 to 290.530, the difference being made up by the employer.

2. If an employee receives and retains compensation in the form of goods or services as an incident of his employment and if he is not required to exercise any discretion in order to receive the goods or services, the employer is required to pay only the difference between the fair market value of the goods and services and the minimum wage otherwise required to be paid by sections 290.500 to 290.530. The fair market value of the goods and services shall be computed on a weekly basis. The director shall provide by regulation a method of valuing the goods and services received by any employee in lieu of the wages otherwise required to be paid under the provisions of sections 290.500 to 290.530. He shall also provide by regulation a method of determining those types of goods and services that are an incident of employment the receipt of which does not require any discretion on the part of the employee.

(L. 1990 H.B. 1881 § 6, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.515. Physical or mental deficiency of employee, wage rate, determined by director, how. — After a public hearing at which any person may be heard, the director shall provide by regulation for the employment in any occupation of individuals whose earning capacity is impaired by physical or mental deficiency at wages lower than the wage rate applicable under sections 290.500 to 290.530. The individuals shall be employed as the director finds appropriate to prevent curtailment of opportunities for employment, to avoid undue hardship, and to safeguard the wage rate applicable under sections 290.500 to 290.530, except that no individual who maintains a production level within the limits required of other employees shall be paid less than the wage rate applicable under sections 290.500 to 290.530. Employees affected or their guardians shall be given reasonable notice of this hearing.

(L. 1990 H.B. 1881 § 7, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.517. Learners and apprentices, wage rate, determined by director, how. — After a public hearing of which individual employees affected must be given reasonable notice, the director shall provide by regulation for the employment in any occupation, at wages lower than the wage rate applicable under sections 290.500 to 290.530, of such learners and apprentices as he finds appropriate to prevent curtailment of opportunities for employment. Such wage rate for learners and apprentices shall be not less than 90 cents less than the minimum wage established by

sections 290.500 to 290.530. At no time may this provision be used for the purpose of evading the spirit and meaning of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 8, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006



290.520. Employer to keep records — director may inspect, records to be confidential. — Every employer subject to any provision of sections 290.500 to 290.530 or any regulation issued under sections 290.500 to 290.530 shall make and keep for a period of not less than three years on or about the premises wherein any employee is employed or at some other premises which is suitable to the employer, a record of the name, address and occupation of each of his employees, the rate of pay, the amount paid each pay period to each employee, the hours worked each day and each workweek by the employee and any goods or services provided by the employer to the employee as provided in section 290.512. The records shall be open for inspection by the director by appointment. Where the records required under this section are kept outside the state, the records shall be made available to the director upon demand. Every such employer shall furnish to the director on demand a sworn statement of time records and information upon forms prescribed or approved by the director. All the records and information obtained by the department of labor and industrial relations are confidential and shall be disclosed only on order of a court of competent jurisdiction.

(L. 1990 H.B. 1881 § 9, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.522. Summary of law and wage rate, employer to post, how. — Every employer subject to any provision of sections 290.500 to 290.530 or of any regulations issued under sections 290.500 to 290.530 shall keep a summary of sections 290.500 to 290.530, approved by the director, and copies of any applicable wage regulations issued under sections 290.500 to 290.530, or a summary of the wage regulations posted in a conspicuous and accessible place in or about the premises wherein any person subject thereto is employed. Employers shall be furnished copies of the summaries and regulations by the state on request without charge.

(L. 1990 H.B. 1881 § 10, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.523. Rulemaking authority. — The department may, in accordance with chapter 536, promulgate such rules and regulations as are necessary for the enforcement and administration of sections 290.500 to 290.530. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul* a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2008, shall be invalid and void.

(L. 2008 H.B. 1883 merged with H.B. 2041)

*Word "annual" appears in original rolls of H.B. 1883, 2008.

8/28/2008



290.525. Violations — penalty. — Any employer who hinders the director in the performance of his duties in the enforcement of sections 290.500 to 290.530 by any of the following acts is guilty of a class C misdemeanor:

- (1) Refusing to admit the director to any place of employment;
- (2) Failing to make, keep and preserve any records as required under the provisions of sections 290.500 to 290.530;
- (3) Falsifying any record required under the provisions of sections 290.500 to 290.530;
- (4) Refusing to make any record required under the provisions of sections 290.500 to 290.530 accessible to the director;
- (5) Refusing to furnish a sworn statement of any record required under the provisions of sections 290.500 to 290.530 or any other information required for the proper enforcement of sections 290.500 to 290.530 to the director upon demand;
- (6) Failing to post a summary of sections 290.500 to 290.530 or a copy of any applicable regulation as required;

(7) Discharging or in any other manner discriminating against any employee who has notified the director that he has not been paid wages in accordance with the provisions of sections 290.500 to 290.530, or who has caused to be instituted any proceeding under or related to sections 290.500 to 290.530, or who has testified or is about to testify in any such proceeding;

(8) Paying or agreeing to pay wages at a rate less than the rate applicable under sections 290.500 to 290.530. Payment at such rate for any week or portion of a week constitutes a separate offense as to each employee;

(9) Otherwise violating any provisions of sections 290.500 to 290.530.

Each day of violation constitutes a separate offense.

(L. 1990 H.B. 1881 § 11, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.527. Action for underpayment of wages, employee may bring — limitation. — Any employer who pays any employee less wages than the wages to which the employee is entitled under or by virtue of sections 290.500 to 290.530 shall be liable to the employee affected for the full amount of the wage rate and an additional amount equal to twice the unpaid wages as liquidated damages, less any amount actually paid to the employee by the employer and for costs and such reasonable attorney fees as may be allowed by the court or jury. The employee may bring any legal action necessary to collect the claim. Any agreement between the employee and the employer to work for less than the wage rate shall be no defense to the action. All actions for the collection of any deficiency in wages shall be commenced within three years of the accrual of the cause of action.

(L. 1990 H.B. 1881 § 12, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2018 Adopted by Initiative, Proposition B, November 6, 2018)

Effective 11-06-18

11/6/2018

290.528. Minimum wage and employment benefits, limitations on political subdivisions. — 1. As used in this section, the following terms shall mean:

- (1) "**Employee**", an individual employed in this state by an employer;
- (2) "**Employer**", any individual, sole proprietorship, partnership, limited liability company, corporation, or any other entity that is legally doing business in this state;

except that, the term "employer" shall not include any public employer, as defined in section 285.525;

(3) "**Employment benefits**", anything of value that an employee may receive from an employer in addition to wages and salary. The term includes, but is not limited to, health, disability, retirement, profit-sharing, and death benefits; group accidental death and dismemberment benefits; paid or unpaid days off from work for holidays, sick leave, vacation, and personal necessity; and terms of employment, attendance, or leave policies;

(4) "**Political subdivision**", any municipality, special district, local governmental body, county, city, town, or village.

2. Notwithstanding any other provisions of law to the contrary, no political subdivision shall establish, mandate, or otherwise require an employer to provide to an employee:

(1) A minimum or living wage rate; or

(2) Employment benefits;

that exceed state laws, rules, or regulations. Sections 290.500 to 290.530 shall preempt and nullify all political subdivision ordinances, rules, and regulations currently in effect or later enacted relating to the establishment or enforcement of a minimum or living wage or the provision of employment benefits that exceed state laws, rules, or regulations.

(L. 1990 H.B. 1881 § 13, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006, A.L. 2017 H.B. 1194 & 1193)

8/28/2017



290.529. Severability clause. — Except in the circumstances set forth in section 290.523, all the provisions of sections 290.500 to 290.530 are severable. If any provision, including any section, subsection, subdivision, paragraph, sentence, or clause, of sections 290.500 to 290.530, or the application thereof to any person or circumstance, is found by a court of competent jurisdiction to be invalid, unconstitutional, or unconstitutionally enacted, such decision shall not affect other provisions or applications of sections 290.500 to 290.530 that can be given effect without the invalid, unconstitutional, or unconstitutionally enacted provision or application.

(L. 2018 Adopted by Initiative, Proposition B, November 6, 2018)

Effective 11-06-18

11/6/2018

290.530. Law not to interfere with collective bargaining rights. — Nothing in sections 290.500 to 290.530 shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum under the provisions of sections 290.500 to 290.530.

(L. 1990 H.B. 1881 § 14, A.L. 2006 Adopted by Initiative, Proposition B, November 7, 2006)

12/7/2006

290.550. Definitions. — As used in sections 290.550 to 290.580, the following terms mean:

(1) "**Laborers from nonrestrictive states**", persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the labor and industrial relations commission;

(2) "**Missouri laborer**", any person who has resided in Missouri for at least thirty days and intends to become or remain a Missouri resident;

(3) "**A period of excessive unemployment**", any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures;

(4) "**Public works**", projects defined as public works pursuant to section 290.210.

(L. 1993 H.B. 416 & 417 § 1)

8/28/1993



290.555. Law to apply to certain projects. — Sections 290.550 to 290.580 apply to all labor on public works projects or improvements, whether skilled, semiskilled or unskilled, and whether manual or nonmanual except work done directly by any public utility company and not let to contract.

(L. 1993 H.B. 416 & 417 § 2)

8/28/1993

290.560. Certain laborers to be used on public works projects, when — contract provisions — exceptions. — Whenever there is a period of excessive unemployment in this state, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement for the state or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement, and every contract let by any such person shall contain a provision requiring that such labor be used, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

(L. 1993 H.B. 416 & 417 § 3)

8/28/1993

290.565. Law not to apply to certain personnel. — The provisions of sections 290.550 to 290.580 shall not apply to regularly employed nonresident executive, supervisory or technical personnel.

(L. 1993 H.B. 416 & 417 § 4)

8/28/1993

290.570. Federal projects, statutes not enforced, when. — In all contracts involving the expenditure of federal aid funds, sections 290.550 to 290.580 shall not be enforced in such manner as to conflict with any federal statutes or rules and regulations.

(L. 1993 H.B. 416 & 417 § 5)

8/28/1993

290.575. Penalties for failure to use certain laborers, when. — Any person who knowingly fails to use Missouri laborers or laborers from nonrestrictive states as required in section 290.560 shall be guilty of an infraction. Each separate case of failure to use Missouri laborers or laborers from nonrestrictive states on such public works projects or improvements shall constitute a separate offense.

(L. 1993 H.B. 416 & 417 § 6)

8/28/1993

290.580. Department to enforce law — injunctive relief, when. — Sections 290.550 to 290.580 shall be enforced by the department of labor and industrial relations, which, as represented by the attorney general, is empowered to sue for injunctive relief

against the awarding of any contract or the continuation of any work under any contract for public works or improvements at a time when the provisions of sections 290.550 to 290.580 are not being met.

(L. 1993 H.B. 416 & 417 § 7)

8/28/1993

***290.590. Labor organization membership, dues, and fees not required as condition of employment — definitions — violations, penalty — investigation of complaints — inapplicability, when. — 1.** As used in this section, the following terms shall mean:

(1) **"Employer"**, any individual, organization, partnership, state agency, political subdivision, corporation, or other legal entity which employs or has employed one or more individuals performing services for the entity within this state; and

(2) **"Labor organization"**, any organization of any kind or agency, or employee representation committee or union which exists for the purpose in whole or in part of dealing with employers concerning wages, rates of pay, hours of work, other conditions of employment, or other forms of compensation.

2. No person shall be required as a condition or continuation of employment to:

(1) Become, remain, or refrain from becoming a member of a labor organization;

(2) Pay any dues, fees, assessments, or other similar charges however denominated of any kind or amount to a labor organization; or

(3) In lieu of the payments listed under subdivision (2) of this subsection, pay to any charity or other third party any amount equivalent to, or on a pro rata basis, any dues, fees, assessments, or other charges required of members of a labor organization.

3. Any agreement, understanding, or practice, written or oral, implied or expressed, between any labor organization and employer that violates the rights of employees as guaranteed under this section is unlawful, null and void, and of no legal effect.

4. Any person who violates or directs another to violate any provision of this section shall be guilty of a class C misdemeanor.

5. (1) Any person injured as a result of any violation or threatened violation of this section shall be entitled to injunctive relief against any and all violators or persons threatening violations.

(2) Any person injured as a result of any violation or threatened violation of this section may recover any and all damages of any character resulting from such

violation or threatened violation including costs and reasonable attorney fees. Such remedies shall be independent of and in addition to the other penalties and remedies prescribed under this section.

6. The prosecuting attorney or circuit attorney with jurisdiction over the location where a violation or threatened violation of this section occurs or the attorney general of this state shall investigate complaints of violation or threatened violation of this section, prosecute any person violating this section, and use all means at their command to ensure the effective enforcement of this section.

7. This section shall not apply:

- (1) To employers and employees covered by the federal Railway Labor Act;
- (2) To federal employers and employees;
- (3) To employers and employees on exclusive federal enclaves;
- (4) Where this section conflicts with or is preempted by federal law; or

(5) To any agreement between an employer and a labor organization entered into before August 28, 2017, but shall apply to any such agreement upon its renewal, extension, amendment, or modification in any respect after August 28, 2017.

(L. 2017 S.B. 19, Rejected by Referendum, Proposition A, August 7, 2018)

*Revisor's Note: On February 21, 2017, a petition for referendum (Chapter 116, RSMo) on Senate Substitute No. 2 for Senate Bill No. 19 was received by the Secretary of State's Office. On March 28, 2017, the official ballot title was certified by the Secretary of State (Section 116.180, RSMo) and approved for circulation in accordance with Article III, Section 52(a). On August 18, 2017, the Secretary of State's Office received 163 boxes of referendum petitions for Senate Substitute No. 2 for Senate Bill No. 19. On November 22, 2017, the Secretary of State issued a certificate of sufficiency certifying the referendum petition. The referendum petition was to be placed on the November 6, 2018, ballot unless a different date was designated by the General Assembly. The General Assembly, in SCR 49 enacted on May 24, 2018, designated the referendum vote to be held on August 7, 2018. The measure was rejected by referendum, Proposition A, on August 7, 2018.

8/28/2017

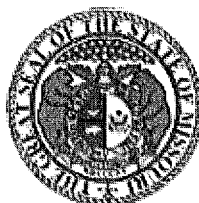
In accordance with Section **3.090**, the language of statutory sections enacted during a legislative session are updated and available on this website **on the effective date** of such enacted statutory section.

► **Other Information**

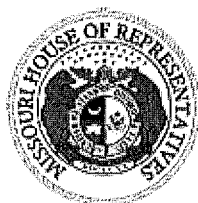
► **Other Links**



Missouri Senate



MO.gov



Missouri House

Errors / suggestions -
WebMaster@LR.mo.gov



History and Fun Facts

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ADDENDUM NUMBER 10

Project Number 80002224

Project Title Water Main Replacement in the Area of State Line Rd to JC Nichols Pkwy W 46th Street to W 55th Street

ISSUE DATE: **August 6, 2020**

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **Tuesday August 11th, 2020**, are amended as follows:

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

1. Due to the current "KC Re-Opening Plan" which includes limiting the number of individuals in City Hall, we would like to communicate the plans for handling the Public Bid Opening for August 11th, 2020.
 1. We will allow Bidders to submit their bids at City Hall, however the Bid Box will be placed in the vestibule area on the outside of the Kansas City Credit Union on the First Floor.
 2. The Bid Box will be removed at 2:00PM per the Bidding Instructions.
 3. We are offering a virtual meeting via the link and information for Microsoft Teams. The Bid Reading will be "Live" through any computer, tablet or mobile device using the provided link. You can also choose to call-in using the number provided as well

Join Microsoft Teams Meeting

+1 872-212-5076 United States, Chicago (Toll)

Conference ID: 248 756 597#

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

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



ADDENDUM NUMBER 2

Project/Contract Number 80002224 / 9430

Project Title Water Main Replacement in the Area of State Line Road to JC Nichols Parkway, West 46th Street to West 55th Street

ISSUE DATE: 07-27-2020

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on 07-28-2020, are amended as follows:

Bidding Requirements

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

1.

Q1.	Are we supposed to move the large meters outside into vaults? Do we purchase the meters ourselves
A1.	No to both questions. The large meters inside are to be replaced where they currently are to avoid more utility vaults around the Plaza sidewalks/roads. Including meter replacement for the large services are for the meter only, not the bypass. KC water provides the large meters

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



ADDENDUM NUMBER 8

Project/Contract Number 80002224 / 9430

Project Title Water Main Replacement in the Area of State Line Road to JC Nichols Parkway, West 46th Street to West 55th Street

ISSUE DATE: 07-17-2020

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on 07-28-2020, are amended as follows:

Bidding Requirements

1. Delete and replace the following sections:

- a. Delete document 00010 Table of Contents and replace with 00010 Table of Contents - Addendum 8.
- b. Delete document 00210 Design-Build Instruction to Bidders – Addendum 7 and replace with 00210 Design-Build Instruction to Bidders - Addendum 8.
Note¹: The maximum allowable page count has now been adjusted.

2. Add the following section:

- a. 00412 Design-Build Unit Prices Form
Note²: The total from the unit prices is to be included in the overall 'Construction Services' total listed on the 000410 Bid Form.

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

1.

Q1.	Are the project schedule, traffic control plan and plan sheets for line segments excluded from page count?
A1.	No. These will be included in the page count.
Q2.	Can the project schedule, traffic control plan and plans sheets for line segments be printed on 11"x17"?
A2.	Yes. This is now addressed in the new Instruction to Bidders
Q3.	Will the design process be the typical 30%/60%/90%/100% submittal with approval before construction? Or is it more of a true design-build format that relies on less than "complete"?
A3.	The process will be geared toward design-build. Plan submittals for a smaller area of work (that is a part of the overall project) may be approved without the entire project having approved plan submittals, allowing construction to begin in one area while other areas are designed. Per the Supplementary Conditions SC-6.07D, the Design-Builder has to turn in approved construction documents prior to commencing any construction phase services. Any construction work started prior to full plan approval (for any specific area) will be at the Design-Builder's risk.
Q4.	What is the expectation regarding inspectors and their coordination/involvement

	with the design-build process?
A4.	KC Water will have an Inspector for the entirety of the project.

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



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DESIGN-BUILD INSTRUCTIONS TO BIDDERS

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

1. **Introduction.** This is an Invitation for Bids ("IFB") issued by the General Services Department of Kansas City, Missouri ("City") to solicit a sealed Technical Approach Submittal and a sealed Price Submittal (collectively, "Bid") from Design Builders for Project/Contract No. 80002224/9430 – Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street.

2. **Bid Due Date.** Each Bidder's Technical Approach Submittal and Price Submittal must be submitted in separate sealed envelopes/packages to "Attn: Evan Forbes, Contract Administrator at the General Service Department, 1st Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106, on or before 2:00 p.m. on **July 28, 2020** (the "Bid Due Date"). The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224/9430." (The Technical Approach Submittal cannot contain any reference to the cost of the project. Section 2-1585, City Code of Ordinances). The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Price Submittal for the Project No. 80002224/9430."

3. **Public Bid Opening Date.** On **August 11, 2020 at 2:00 p.m.**, (the "Public Bid Opening Date"), in Committee Room 101W, 1st Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106, the City will publicly announce the scores earned by each Technical Approach submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. Masks are required to enter. If attending in person, please send only one team member/representative to the bid opening in order to comply with current social distancing standards. Masks are required inside the building. **The 48-hour period for providing HRD documents (e.g., HRD Form 8, Contractor Utilization Plan/Request for Waiver) shall begin to run as of this date and time.**

4. **Mandatory Pre-Bid Conference.** The City will hold a mandatory Pre-Bid Conference on **June 4, 2020, at 2:00 p.m. via Microsoft Teams**. Failure to attend will result in a Bidder not being eligible to submit a Bid.

5. **No Commitment by City.** Bids and any other information submitted by Bidders in response to this IFB shall become the property of the City. The City shall have no liability for any expense incurred by Bidders in the preparation of Bids or for any damage allegedly resulting from a Bidder's failure to be awarded the Contract for Design-Build Services ("Contract") for the Project. Issuance of this IFB does not commit the City to enter into a Contract for the Project. The City makes no guarantee that an award of Contract will be made as a result of this IFB. The City reserves the right to accept or reject any or all Bids, to re-solicit for Bids, to temporarily or permanently abandon the procurement in whole or in part, to waive any informalities or minor technical inconsistencies, and/or to award one or more Contracts for all or any portion of the Project, when deemed by the City, in its sole discretion, to be most advantageous to the City and in its best interests.

6. **Definitions.** The following definitions apply to this IFB and to all Technical Approach Submittals and Price Submittals submitted in response to this IFB. The definitions set forth in the Contract are also applicable.

- a. "Bidding Documents" include the Invitation For Bids (IFB), the Project Manual, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to the Bid Due Date

as that term is defined in the IFB).

- b. "Consultant" means a person, firm, or corporation having a contract with City to furnish services as an independent professional associate or consultant (including, without limitation, as a construction manager, construction advisor, or program manager) with respect to the Project and who is identified as such in the Supplementary Conditions. The term "Consultant" also includes such person's, firm's, or corporation's agents, officers, directors, or employees.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Rejection of All Bids. If the City rejects all Bids, the City may re-solicit Bids only from those Bidders who submitted a Bid pursuant to this IFB and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines, in its sole discretion, that the delay due to the normal solicitation procedures would not be in the City's best interests.

14. Disclosure of Proprietary Information.

- a. A Bidder may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is

contained in any portion of its Technical Approach Submittal by marking each page of each such portion of its Technical Approach Submittal prominently in at least 16-point font with the words "Proprietary Information"; printing each page of each such portion of its Technical Approach Submittal on a different color paper than the paper on which the remainder of the Technical Approach Submittal is printed; and segregating each page of each such portion of its Technical Approach Submittal in a sealed envelope/package, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with Bidder's name and address.

- b. After either the Public Bid Opening Date or the rejection of all Bids, if a request is made under the Missouri Sunshine Law for access to portion(s) of a Bidder's Technical Approach Submittal that has been marked "Proprietary Information," as provided above, the City will notify that Bidder of the request, and it shall be the burden of that Bidder to establish that such portion(s) of its Technical Approach Submittal are exempt from disclosure under the law.

15. Contents of the Bid. The following information shall be provided by Bidders as part of the bidding process:

NOTE: The outside of each Bidder's Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224." **(Do not include any price or cost in the Technical Approach Submittal).**

a. TECHNICAL APPROACH PART I - ORGANIZATION & KEY PERSONNEL (Bidder shall provide information for each of the sections below.)

- (1) Provide an organization chart showing the structure and positions of the team proposed to be assigned to the Project, including significant design subconsultants and construction subcontractors. Describe the organizational position, function, and responsibilities of each team member, showing reporting relationships and showing clear lines of authority and communication.
- (2) 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.)
 - (a) Design-Build Project Manager
 - (b) DOR Lead Architect
 - (c) GC Project Manager
 - (d) On-Site Field Superintendent
 - (e) QC/QA Manager
 - (f) Safety Officer
- (3) For each of the Key Personnel, provide the following background information.
 - (a) Years of employment with current employer.
 - (b) City of residence.
 - (c) 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.
 - (d) Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project.
- (4) Include the resume of each Key Personnel, showing relevant project experience, design-build experience, and experience on government contracts.

b. TECHNICAL APPROACH PART II – PROJECT UNDERSTANDING AND APPROACH (Bidder shall provide information for each of the sections below.)

- (1) Discuss generally the tasks involved in the Project.

- (2) Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project. Include a description of the design compliance with the City's Code of Ordinances, KC Water Rules and Regulations, and pertinent KC Water Specifications.
- (3) Describe key issues that might affect the Project schedule and how Bidder proposes to address them.
- (4) 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.
- (5) Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
- (6) Outline key community relations issues and how they might be resolved. Detail a plan on how to promote effective communication with the Country Club Plaza and their tenants. Outline the dates work is limited by Plaza events and how cleaning will be done to prepare for these events.
- (7) 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.

c. TECHNICAL APPROACH PART III – PROJECT CONTROLS PLAN

(a) (Bidder shall provide information for each of the sections below.)

- (1) Describe Bidder's suggested approach to maintaining the Project budget.
- (2) Identify Bidder's contingency plans for various performance issues that might be encountered on the Project.
- (3) Submit the Quality Control Plan for the Project.
- (4) Submit the Project Safety Plan for the Project.
- (5) Describe how Bidder proposes to address any unique safety issues for the Project.
- (6) Submit a preliminary resource-loaded CPM construction schedule with anticipated milestones for the Project without any reference to cost, prepared using Microsoft Project 2007 or later format.

**d. TECHNICAL APPROACH PART IV – PROJECT DESIGN SUBMITTAL
(Bidder shall provide information for each of the sections below.)**

- (1) *Utilities Mapped with proposed water main locations (plan/profile sheets with full survey are not necessary. Utility Locates may be used). The locations are as follows (all lengths are approximate):*

Replace 645 LF of 6-inch CIP water main with 8-inch DIP along West 46th Street from Jefferson Street to Washington Street,

Replace 260 LF of 16-inch CIP water main with 16-inch DIP along West 46th Street from Washington Street to Broadway Boulevard,

Replace 485 LF of 6-inch CIP water main with 8-inch DIP along West 46th Street from Broadway Boulevard to Wornall Road,

Replace 915 LF of 6-inch CIP water main with 8-inch DIP along West 46th Terrace from Jefferson Street to JC Nichols Parkway,

Replace 1,945 LF of 8-inch CIP water main with 8-inch DIP along West 47th Street from Jefferson Street to JC Nichols Parkway,

Replace 385 LF of 6-inch CIP and 375 LF of PVC water main with 8-inch DIP along Nichols Road from Broadway Boulevard to Wyandotte Street,

Replace 370 LF of 6-inch CIP water main with 8-inch DIP along West 48th Street from Jefferson Street to Pennsylvania Avenue,

Replace 165 LF of 2-inch and 1,760 LF 6-inch CIP water main with 8-inch DIP along Ward Parkway from Jefferson Street to Wyandotte Street,

Replace 1,030 LF of 6-inch CIP water main with 8-inch DIP along Ward Parkway from West 48th Street to JC Nichols Parkway,

Replace 420 LF of 8-inch CIP water main with 8-inch DIP along West 49th Street from Wornall Road to Central Street,

Replace 240 LF of 6-inch CIP water main with 8-inch DIP along Jefferson Street from West 48th Street to Ward Parkway,

Replace 375 LF of 8-inch and 865 LF of 6-inch CIP water main with 8-inch DIP along Pennsylvania Avenue from approximately 4622 Pennsylvania Avenue to Ward Parkway,

Replace 1,030 LF of 16-inch CIP water main with 16-inch DIP along Broadway Boulevard from West 46th Street to Ward Parkway,

Replace 230 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard from Nichols Road to Ward Parkway,

Replace 515 LF of 6-inch CIP water main with 8-inch DIP along Central Street from West 47th Street to Ward Parkway,

Replace 840 LF of 6-inch CIP water main with 8-inch DIP along Wornall Road from West 46th Street to West 47th Street,

Replace 1,030 LF of 6-inch CIP water main with 8-inch DIP along Wyandotte Street from West 46th Terrace to Ward Parkway,

Replace 840 LF of 6-inch CIP water main with 8-inch DIP along JC Nichols Parkway from West 46th Terrace to West 47th Street and,

Replace 3,110 LF of 12-inch CIP water main with 12-inch DIP along State Line Road from West 51st Street to West 55th Street.

Please see the attached map title 'ProjectAreaMap80002224' for a visual representation.

(2) *Pipe installation method with explanation of the benefit to sequencing using your method*

(3) *Construction Sequencing. Note that the Country Club Plaza has requested that no two East-West or North-South streets that are directly next each other be under construction at once. (ie. Broadway Blvd and Pennsylvania Ave may not be under construction at the same time). Additional information regarding coordination with the Country Club Plaza Manager is contained in Section SC-6.01D of the supplementary conditions.*

(4) *General Traffic control plan*

(5) *Required Bid Submittals.*

16. Required Bid Submittals.

a. **Technical Approach Submittals.**

(a) All Technical Approach Submittals shall be organized and their Parts labeled with tabs as shown below, and provided in three-ring binders:

TA PART I – ORGANIZATION & KEY PERSONNEL

TA PART II – PROJECT UNDERSTANDING AND APPROACH

TA PART III – PROJECT CONTROLS PLAN

TA PART IV – PROJECT DESIGN SUBMITTAL

- (b) Each Bidder's Technical Approach Submittal shall be limited to sixty-five (65) pages, in no smaller than 12-point font on 8-1/2" x 11" paper, using one side of each page, and page numbered accordingly. If using 11" x 17" folded sheets, it will count as two (2) pages if printed on one side, and four (4) pages if printed on front and back. Each section of the Technical Approach Submittal shall correspond to the Part of the Technical Approach Submittal noted in this IFB. Any information, in addition to the Parts of the Technical Approach Submittal, that is required by this IFB shall be labeled as such and submitted as appendices to the Technical Approach Submittal. Appendices will count toward the page number limit. Covers, Tables of Contents, and divider tabs will not count toward the page number limit, provided that no additional information is included on those pages. Bidder shall submit one (1) electronic copy on USB (PDF Format) and three (3) copies of the Technical Approach Submittal.
- (c) The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224/9430."
- (d) Reverify that there is no cost or price information in the Technical Approach Submittal.

b. Price Submittals.

- (a) Price Submittals shall be submitted on the Bid Form (including the Affidavit of Intended Utilization) included in the Bidding Documents.
- (b) The Price Submittal must be accompanied by Bid security in the amount of five percent (5%) of the base Bid, which shall be in the form of a bid bond (in 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 submission of the Bid, the City Treasurer must approve both the financial institution issuing and the contents of any letter of credit. Any cashier's check or certificate of deposit must be made payable to the City Treasurer.
- (c) The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Price Submittal for Project No. 80002224/9430."

17. Consideration of Bids.

- a. All Technical Approach Submittals and documents, and meetings related thereto, shall be considered to be "closed records" and "closed meetings," respectively, as defined in Chapter 610, RSMo (the "Missouri Sunshine Law") and therefore protected from disclosure until the Public Bid Opening Date.
- b. The City will determine the lowest and best Bid. The two-stage selection process described herein will be used to determine the successful Bidder.
 - (1) After submission of the Technical Approach Submittals and the Price Submittals on the Bid Due Date, the City will privately open the Technical Approach Submittals. The City may interview one, some or all of the Bidders that submit bids. The City will evaluate and rank the responsive Proposals by applying the weighted evaluation criteria set forth below to determine the Successful Respondent. The total number of points that will be used in evaluating all of the factors for a Proposal is 200 allocated as illustrated in the following table:

Criterion	Maximum Score Possible (Points)
TA Part I – Organization & Key Personnel	10
TA Part II – Project Understanding & Approach	20
TA Part II – Project Controls Plan	10
TA Part IV – Project Design Submittal	60

Part 4. MBE/WBE Utilization	Pass/Fail
Cost Proposal	100
Total Possible Score	200

The highest Technical Approach Submittal will be awarded 100 points. Points will be added to each of the other Technical Approach Submittals corresponding to the 100 points and the original points earned by that Submittal. For example:

Technical Proposal	Number of Points	Score
Highest	94	100 pts.
2nd Highest	87 (94-87=7)	97 pts. (100-7 points)
3rd Highest	84 (94-84=10)	90 pts. (100-10 points)

- (2) On the Public Bid Opening Date, the City will publicly announce the scores earned by each Technical Approach Submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. Each Price Submittal will be scored based on the points system described below:

- (a) The lowest Price Submittal will be awarded 100 points.
- (b) One (1) points will be deducted from each of the other Price Submittals for each percentage that that Price Submittal exceeds the lowest Price Submittal using the following formula:

$$\left(1 - \frac{\text{Proposer's Bid} - \text{Lowest Bid}}{\text{Lowest Bid}}\right) \times 100$$

- c. The lowest and best Bid is that Bid with the highest combined points for the Technical Approach Submittal and the Price Submittal, and that has been determined by the City to be responsive.
- d. Bidder offers and agrees to comply with all terms, conditions, and requirements set forth in this IFB and the RFQ.
- e. Bidder agrees that all representations made in its SOQ, its Technical Approach Submittal, and its Price Submittal shall continue to be binding on Bidder if it is the successful Bidder on the Project, and that this IFB, the RFQ, Bidder's Technical Approach Submittal, Bidder's Price Submittal, and Bidder's SOQ shall be deemed incorporated into any Contract issued to Bidder for the Project.

18. Additional Information. The City reserves the right, in its sole discretion, to request additional information or documents from any or all Bidders, including supplements or corrections to the Bids.

19. 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.

20. Tax Clearance. Bidder will be required to furnish to OWNER 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 OWNER 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.

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

22. 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 (11%) MBE participation and (6%) WBE participation. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.org. Please call the Human Relations Department at (816) 513-1836 for assistance.

23. 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.

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

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

26. Contract Information Management System. Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

27. 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.

28. 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.

29. Pre-Bid Conference. The Kansas City Water Department will hold a pre-bid conference on June 4, 2020, at 2:00pm. Due to current social distancing requirements, this meeting will be held virtually via

Microsoft Teams. Please use the following link in order to access the meeting:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzMyZTc2NWEtMTg1NC00NDA4LWEyOTYtYTFIMjJmNzlkMGE4%40thread.v2/0?context=%7b%22Tid%22%3a%22ec240911-5979-4419-a8ec-c808b076019b%22%2c%22Oid%22%3a%22dcddf058-da61-4581-a63b-f21686fcaebf%22%7d

Attendance at this pre-bid conference is mandatory for all Bidders on this Project. For this Project, The City shall not contract with a Bidder who has not attended the entire pre-bid conference for this Project.”

30. 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.

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

Terry D. Thomas, Assoc. DBIA, Project
Manager
4800 E 63rd Street
Kansas City, MO 64130
(816) 513-0262 Phone
(816) 513-0288 Fax
E-mail: terry.d.thomas@kcmo.org

Evan Forbes, Contract Administrator
Procurement Services, General Services Department
414 East 12th Street, City Hall 1st Floor
Kansas City, MO 64106
(816) 513-0803 Phone
(816) 513-2812 Fax
Email: evan.forbes@kcmo.org



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

Bidder: _____

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

UNIT PRICES

Project Number: 80002224

Project Title: WMR State Line to JC Nichols Pkwy, W 46th St to W 55th St

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

Item No.	Unit	Quantity	Item Description:	Unit Price	Extension
2	EACH	125	Transfer 3/4" domestic service, including all restoration		
3	EACH	40	Transfer 1" or 1 1/2" domestic service, including all restoration		
4	EACH	40	Transfer 2" service, including meter replacement and all restoration		
6	EACH	30	Transfer 3" service, including meter replacement and all restoration		
8	EACH	20	Transfer 4" service, including meter replacement and all restoration		
10	EACH	20	Transfer 6" service, including meter replacement and all restoration		
12	EACH	20	Transfer 8" service, including meter replacement and all restoration		
14	EACH	20	Transfer 10" service, including meter replacement and all restoration		
			Total Unit Prices: (LAST PAGE ONLY)		TOTAL \$

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



ADDENDUM NUMBER 7

Project/Contract Number 80002224 / 9430

Project Title Water Main Replacement in the Area of State Line Road to
JC Nichols Parkway, West 46th Street to West 55th Street

ISSUE DATE: 07-07-2020

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on 07-28-2020, are amended as follows:

The following is provided to Bidders for information only:

Information to Bidders

- Note: The General Services Department of Kansas City, Missouri will receive sealed Bids until 2:00 PM, on **July 28, 2020** at 414 E 12th Street, 1st Floor, Room 102W for **Project No 80002224 / 9430** Attention: Evan Forbes Contract Administrator. The bid submittal due date and public bid opening date. **Public Bid Opening of Price Submittal is on Aug 11th, 2020 at 2:00 p.m.**
- We are offering a virtual meeting via the link and information for Microsoft Teams. The Bid Reading will be "Live" through any computer, tablet or mobile device using the provided link. You can also choose to call-in using the number provided as well
- Microsoft Public Teams Meeting for **Project No.80002224** will be posted at a later day

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



ADDENDUM NUMBER 6

Project Number 80002224

Project Title Water Main Replacement in the Area of State Line Rd to JC Nichols Pkwy W 46th Street to W 55th Street

ISSUE DATE: **June 30th, 2020**

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **Tuesday July 7th, 2020**, are amended as follows:

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

1. Due to the current "KC Re-Opening Plan" which includes limiting the number of individuals in City Hall, we would like to communicate the plans for handling the Public Bid Opening for July 7th, 2020.
 1. We will allow Bidders to submit their bids at City Hall, however the Bid Box will be placed in the vestibule area on the outside of the Kansas City Credit Union on the First Floor.
 2. The Bid Box will be removed at 2:00PM per the Bidding Instructions.
 3. We are offering a virtual meeting via the link and information for Microsoft Teams. The Bid Reading will be "Live" through any computer, tablet or mobile device using the provided link. You can also choose to call-in using the number provided as well

Join Microsoft Teams Meeting

+1 872-212-5076 United States, Chicago (Toll)

Conference ID: 682 146 572#

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

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



ADDENDUM NUMBER 5

Project Number 80002224

Project Title Water Main Replacement in the Area of State Line Rd to JC Nichols Pkwy W 46th Street to W 55th Street

ISSUE DATE: **June 30th, 2020**

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **Tuesday July 7th, 2020**, are amended as follows:

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

1. Due to the current "KC Re-Opening Plan" which includes limiting the number of individuals in City Hall, we would like to communicate the plans for handling the Public Bid Opening for July 7th, 2020.
 1. We will allow Bidders to submit their bids at City Hall, however the Bid Box will be placed in the vestibule area on the outside of the Kansas City Credit Union on the First Floor.
 2. The Bid Box will be removed at 2:00PM per the Bidding Instructions.
 3. We are offering a virtual meeting via the link and information for Microsoft Teams. The Bid Reading will be "Live" through any computer, tablet or mobile device using the provided link. You can also choose to call-in using the number provided as well

Join Microsoft Teams Meeting

+1 872-212-5076 United States, Chicago (Toll)

Conference ID: 145 926 114#

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

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



ADDENDUM NUMBER 4

Project/Contract Number 80002224 / 9430

Project Title Water Main Replacement in the Area of State Line Road to
JC Nichols Parkway, West 46th Street to West 55th Street

ISSUE DATE: 06-23-2020

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on 07-28-2020, are amended as follows:

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

1. The Sewer and Stormwater GIS data for this project is being made available to prospective bidders via the planroom. The files are included in the folder 'SewerandStorm_80002224data.zip'.
2. The water and sewer atlas maps for this project are being made available to prospective bidders via the planroom. The files are included in the folder 'WaterandSewerAtlas_80002224.zip'.

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



ADDENDUM NUMBER 3

Project/Contract Number 80002224 / 9430

Project Title Water Main Replacement in the Area of State Line Road to JC Nichols Parkway, West 46th Street to West 55th Street

ISSUE DATE: 06-22-2020

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on 07-07-2020, are amended as follows:

Bidding Requirements

1. Delete and replace the following sections:

- a. Delete document 00130 Design-Build Invitation to Bid – Addendum 1 and replace with 00130 Design-Build Invitation to Bid - Addendum 3.

Note¹: The bid submittal due date and public bid opening dates have changed.

- b. Delete document 00210 Design-Build Instruction to Bidders – Addendum 1 and replace with 00210 Design-Build Instruction to Bidders - Addendum 3.

Note²: The bid submittal due date and public bid opening dates have changed.

Additionally, a correction was made to a line segment that incorrectly listed Wornall Road from W. 51st street to W. 55th street. It now correctly lists State Line Road from W. 51st street to W. 55th street.

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

Q1.	There were new valves that were recently installed as part of other projects. Are these valves going to be replaced again as part of this work?
A1.	No. All new valves are to remain.
Q2.	Can the new curb stops be placed in the street so as to not disturb the decorative brick?
A2.	There are numerous large services in the project area that require valves. For these, they may be placed in the road. However, curb stops should not be placed in the road. The brick will likely be disturbed at some point due to hydrants and meters as well.

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



DESIGN-BUILD INVITATION TO BID

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

The Water Services Department of Kansas City, Missouri is soliciting Design Build services and will receive sealed Technical Approach and Price Submittals until 2:00pm on July 28, 2020 at KC Water, 4800 E. 63rd Street, Kansas City, MO 64130 for 80002224/9430 - Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street. See schedule below for public bid opening.

Mandatory Pre-Bid Conference, June 4, 2020, at 2:00 p.m. via Microsoft Teams with KC Water and Country Club Plaza Staff.

Technical Approach Submittal and Price Submittal due in separate sealed envelopes/packages to the Project Manager at KC Water, 2nd Floor, 4800 E. 63rd Street, Kansas City, MO 64130, on or before 2:00 p.m. on July 28, 2020.

Public Bid Opening of Price Submittal is on August 11, 2020 at 2:00 p.m., Committee Room 102W, 1st Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106. Masks are required to enter. Please send only one team member/representative to the bid opening in order to comply with current social distancing standards.

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 11% MBE participation and 6% WBE participation.

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

Bidders are requested to attend the **Mandatory** Pre-Bid Conference at **2:00 p.m., June 4, 2020** via Microsoft Teams with the Project Manager. Please use the following link in order to access the meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzMyZTc2NWEtMTg1NC00NDA4LWEyOTYtYTFiMjJmNzlkMGE4%40thread.v2/0?context=%7b%22Tid%22%3a%22ec240911-5979-4419-a8ec-c808b076019b%22%2c%22Oid%22%3a%22dcddf058-da61-4581-a63b-f21686fcaebf%22%7d

Project Manager: Terry D. Thomas

Phone Number: 816-513-0262

Fax Number: 816-513-0288

E-mail: terry.d.thomas@kcmo.org

Water Distribution Manager: Melanie Jollett, P.E.

Phone Number: 816-513-0368

Fax Number: 816-513-0288

E-mail: melanie.jollett@kcmo.org

Contract Administrator: Evan Forbes

Phone Number: 816-513-0803

Fax Number: 816-513-2812

E-mail: evan.forbes@kcmo.org

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



DESIGN-BUILD INSTRUCTIONS TO BIDDERS

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

1. **Introduction.** This is an Invitation for Bids ("IFB") issued by the General Services Department of Kansas City, Missouri ("City") to solicit a sealed Technical Approach Submittal and a sealed Price Submittal (collectively, "Bid") from Design Builders for Project/Contract No. 80002224/9430 – Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street.

2. **Bid Due Date.** Each Bidder's Technical Approach Submittal and Price Submittal must be submitted in separate sealed envelopes/packages to "Attn: Terry D. Thomas, 2nd Floor" at the KC Water mailroom, 4800 E. 63rd Street, Kansas City, MO 64130, on or before 2:00 p.m. on **July 28, 2020** (the "Bid Due Date"). The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224/9430." (The Technical Approach Submittal cannot contain any reference to the cost of the project. Section 2-1585, City Code of Ordinances). The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Price Submittal for the Project No. 80002224/9430."

3. **Public Bid Opening Date.** On **August 11, 2020 at 2:00 p.m.**, (the "Public Bid Opening Date"), in Committee Room 101W, 1st Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106, the City will publicly announce the scores earned by each Technical Approach submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. Masks are required to enter. Please send only one team member/representative to the bid opening in order to comply with current social distancing standards. **The 48-hour period for providing HRD documents (e.g., HRD Form 8, Contractor Utilization Plan/Request for Waiver) shall begin to run as of this date and time.**

4. **Mandatory Pre-Bid Conference.** The City will hold a mandatory Pre-Bid Conference on **June 4, 2020, at 2:00 p.m. via Microsoft Teams**. Failure to attend will result in a Bidder not being eligible to submit a Bid.

5. **No Commitment by City.** Bids and any other information submitted by Bidders in response to this IFB shall become the property of the City. The City shall have no liability for any expense incurred by Bidders in the preparation of Bids or for any damage allegedly resulting from a Bidder's failure to be awarded the Contract for Design-Build Services ("Contract") for the Project. Issuance of this IFB does not commit the City to enter into a Contract for the Project. The City makes no guarantee that an award of Contract will be made as a result of this IFB. The City reserves the right to accept or reject any or all Bids, to re-solicit for Bids, to temporarily or permanently abandon the procurement in whole or in part, to waive any informalities or minor technical inconsistencies, and/or to award one or more Contracts for all or any portion of the Project, when deemed by the City, in its sole discretion, to be most advantageous to the City and in its best interests.

6. **Definitions.** The following definitions apply to this IFB and to all Technical Approach Submittals and Price Submittals submitted in response to this IFB. The definitions set forth in the Contract are also applicable.

- a. "Bidding Documents" include the Invitation For Bids (IFB), the Project Manual, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to the Bid Due Date as that term is defined in the IFB).

- b. "Consultant" means a person, firm, or corporation having a contract with City to furnish services as an independent professional associate or consultant (including, without limitation, as a construction manager, construction advisor, or program manager) with respect to the Project and who is identified as such in the Supplementary Conditions. The term "Consultant" also includes such person's, firm's, or corporation's agents, officers, directors, or employees.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Rejection of All Bids. If the City rejects all Bids, the City may re-solicit Bids only from those Bidders who submitted a Bid pursuant to this IFB and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines, in its sole discretion, that the delay due to the normal solicitation procedures would not be in the City's best interests.

14. Disclosure of Proprietary Information.

- a. A Bidder may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in any portion of its Technical Approach Submittal by marking each page of each such

portion of its Technical Approach Submittal prominently in at least 16-point font with the words "Proprietary Information"; printing each page of each such portion of its Technical Approach Submittal on a different color paper than the paper on which the remainder of the Technical Approach Submittal is printed; and segregating each page of each such portion of its Technical Approach Submittal in a sealed envelope/package, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with Bidder's name and address.

- b. After either the Public Bid Opening Date or the rejection of all Bids, if a request is made under the Missouri Sunshine Law for access to portion(s) of a Bidder's Technical Approach Submittal that has been marked "Proprietary Information," as provided above, the City will notify that Bidder of the request, and it shall be the burden of that Bidder to establish that such portion(s) of its Technical Approach Submittal are exempt from disclosure under the law.

15. Contents of the Bid. The following information shall be provided by Bidders as part of the bidding process:

NOTE: The outside of each Bidder's Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224." (Do not include any price or cost in the Technical Approach Submittal).

a. TECHNICAL APPROACH PART I - ORGANIZATION & KEY PERSONNEL (Bidder shall provide information for each of the sections below.)

- (1) Provide an organization chart showing the structure and positions of the team proposed to be assigned to the Project, including significant design subconsultants and construction subcontractors. Describe the organizational position, function, and responsibilities of each team member, showing reporting relationships and showing clear lines of authority and communication.
- (2) 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.)
 - (a) Design-Build Project Manager
 - (b) DOR Lead Architect
 - (c) GC Project Manager
 - (d) On-Site Field Superintendent
 - (e) QC/QA Manager
 - (f) Safety Officer
- (3) For each of the Key Personnel, provide the following background information.
 - (a) Years of employment with current employer.
 - (b) City of residence.
 - (c) 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.
 - (d) Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project.
- (4) Include the resume of each Key Personnel, showing relevant project experience, design-build experience, and experience on government contracts.

b. TECHNICAL APPROACH PART II – PROJECT UNDERSTANDING AND APPROACH (Bidder shall provide information for each of the sections below.)

- (1) Discuss generally the tasks involved in the Project.

- (2) Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project. Include a description of the design compliance with the City's Code of Ordinances, KC Water Rules and Regulations, and pertinent KC Water Specifications.
- (3) Describe key issues that might affect the Project schedule and how Bidder proposes to address them.
- (4) 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.
- (5) Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
- (6) Outline key community relations issues and how they might be resolved. Detail a plan on how to promote effective communication with the Country Club Plaza and their tenants. Outline the dates work is limited by Plaza events and how cleaning will be done to prepare for these events.
- (7) 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.

c. TECHNICAL APPROACH PART III – PROJECT CONTROLS PLAN

(a) (Bidder shall provide information for each of the sections below.)

- (1) Describe Bidder's suggested approach to maintaining the Project budget.
- (2) Identify Bidder's contingency plans for various performance issues that might be encountered on the Project.
- (3) Submit the Quality Control Plan for the Project.
- (4) Submit the Project Safety Plan for the Project.
- (5) Describe how Bidder proposes to address any unique safety issues for the Project.
- (6) Submit a preliminary resource-loaded CPM construction schedule with anticipated milestones for the Project without any reference to cost, prepared using Microsoft Project 2007 or later format.

**d. TECHNICAL APPROACH PART IV – PROJECT DESIGN SUBMITTAL
(Bidder shall provide information for each of the sections below.)**

(1) *Utilities Mapped with proposed water main locations (plan/profile sheets with full survey are not necessary. Utility Locates may be used). The locations are as follows (all lengths are approximate):*

Replace 645 LF of 6-inch CIP water main with 8-inch DIP along West 46th Street from Jefferson Street to Washington Street,

Replace 260 LF of 16-inch CIP water main with 16-inch DIP along West 46th Street from Washington Street to Broadway Boulevard,

Replace 485 LF of 6-inch CIP water main with 8-inch DIP along West 46th Street from Broadway Boulevard to Wornall Road,

Replace 915 LF of 6-inch CIP water main with 8-inch DIP along West 46th Terrace from Jefferson Street to JC Nichols Parkway,

Replace 1,945 LF of 8-inch CIP water main with 8-inch DIP along West 47th Street from Jefferson Street to JC Nichols Parkway,

Replace 385 LF of 6-inch CIP and 375 LF of PVC water main with 8-inch DIP along Nichols Road from Broadway Boulevard to Wyandotte Street,

Replace 370 LF of 6-inch CIP water main with 8-inch DIP along West 48th Street from Jefferson Street to Pennsylvania Avenue,

Replace 165 LF of 2-inch and 1,760 LF 6-inch CIP water main with 8-inch DIP along Ward Parkway from Jefferson Street to Wyandotte Street,

Replace 1,030 LF of 6-inch CIP water main with 8-inch DIP along Ward Parkway from West 48th Street to JC Nichols Parkway,

Replace 420 LF of 8-inch CIP water main with 8-inch DIP along West 49th Street from Wornall Road to Central Street,

Replace 240 LF of 6-inch CIP water main with 8-inch DIP along Jefferson Street from West 48th Street to Ward Parkway,

Replace 375 LF of 8-inch and 865 LF of 6-inch CIP water main with 8-inch DIP along Pennsylvania Avenue from approximately 4622 Pennsylvania Avenue to Ward Parkway,

Replace 1,030 LF of 16-inch CIP water main with 16-inch DIP along Broadway Boulevard from West 46th Street to Ward Parkway,

Replace 230 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard from Nichols Road to Ward Parkway,

Replace 515 LF of 6-inch CIP water main with 8-inch DIP along Central Street from West 47th Street to Ward Parkway,

Replace 840 LF of 6-inch CIP water main with 8-inch DIP along Wornall Road from West 46th Street to West 47th Street,

Replace 1,030 LF of 6-inch CIP water main with 8-inch DIP along Wyandotte Street from West 46th Terrace to Ward Parkway,

Replace 840 LF of 6-inch CIP water main with 8-inch DIP along JC Nichols Parkway from West 46th Terrace to West 47th Street and,

Replace 3,110 LF of 12-inch CIP water main with 12-inch DIP along State Line Road from West 51st Street to West 55th Street.

Please see the attached map title 'ProjectAreaMap80002224' for a visual representation.

(2) *Pipe installation method with explanation of the benefit to sequencing using your method*

(3) *Construction Sequencing. Note that the Country Club Plaza has requested that no two East-West or North-South streets that are directly next each other be under construction at once. (ie. Broadway Blvd and Pennsylvania Ave may not be under construction at the same time). Additional information regarding coordination with the Country Club Plaza Manager is contained in Section SC-6.01D of the supplementary conditions.*

(4) *General Traffic control plan*

(5) *Required Bid Submittals.*

16. Required Bid Submittals.

a. **Technical Approach Submittals.**

- (a) All Technical Approach Submittals shall be organized and their Parts labeled with tabs as shown below, and provided in three-ring binders:

TA PART I – ORGANIZATION & KEY PERSONNEL

TA PART II – PROJECT UNDERSTANDING AND APPROACH

TA PART III – PROJECT CONTROLS PLAN

TA PART IV – PROJECT DESIGN SUBMITTAL

- (b) Each Bidder's Technical Approach Submittal shall be limited to fifty (50) pages, in no smaller than 12-point font on 8-1/2" x 11" paper, using one side of each page, and page numbered accordingly. Each section of the Technical Approach Submittal shall correspond to the Part of the Technical Approach Submittal noted in this IFB. Any information, in addition to the Parts of the Technical Approach Submittal, that is required by this IFB shall be labeled as such and submitted as appendices to the Technical Approach Submittal. Appendices will count toward the page number limit. Covers, Tables of Contents, and divider tabs will not count toward the page number limit, provided that no additional information is included on those pages. Bidder shall submit one (1) electronic copy on USB (PDF Format) and three (3) copies of the Technical Approach Submittal.
- (c) The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224/9430."
- (d) Reverify that there is no cost or price information in the Technical Approach Submittal.

b. Price Submittals.

- (a) Price Submittals shall be submitted on the Bid Form (including the Affidavit of Intended Utilization) included in the Bidding Documents.
- (b) The Price Submittal must be accompanied by Bid security in the amount of five percent (5%) of the base Bid, which shall be in the form of a bid bond (in 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 submission of the Bid, the City Treasurer must approve both the financial institution issuing and the contents of any letter of credit. Any cashier's check or certificate of deposit must be made payable to the City Treasurer.
- (c) The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Price Submittal for Project No. 80002224/9430."

17. Consideration of Bids.

- a. All Technical Approach Submittals and documents, and meetings related thereto, shall be considered to be "closed records" and "closed meetings," respectively, as defined in Chapter 610, RSMo (the "Missouri Sunshine Law") and therefore protected from disclosure until the Public Bid Opening Date.
- b. The City will determine the lowest and best Bid. The two-stage selection process described herein will be used to determine the successful Bidder.
 - (1) After submission of the Technical Approach Submittals and the Price Submittals on the Bid Due Date, the City will privately open the Technical Approach Submittals. The City may interview one, some or all of the Bidders that submit bids. The City will evaluate and rank the responsive Proposals by applying the weighted evaluation criteria set forth below to determine the Successful Respondent. The total number of points that will be used in evaluating all of the factors for a Proposal is 200 allocated as illustrated in the following table:

Criterion	Maximum Score Possible (Points)
TA Part I – Organization & Key Personnel	10
TA Part II – Project Understanding & Approach	20
TA Part II – Project Controls Plan	10
TA Part IV – Project Design Submittal	60
Part 4. MBE/WBE Utilization	Pass/Fail

Cost Proposal	100
Total Possible Score	200

The highest Technical Approach Submittal will be awarded 100 points. Points will be added to each of the other Technical Approach Submittals corresponding to the 100 points and the original points earned by that Submittal. For example:

Technical Proposal	Number of Points	Score
Highest	94	100 pts.
2nd Highest	87 (94-87=7)	97 pts. (100-7 points)
3rd Highest	84 (94-84=10)	90 pts. (100-10 points)

- (2) On the Public Bid Opening Date, the City will publicly announce the scores earned by each Technical Approach Submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. Each Price Submittal will be scored based on the points system described below:

- (a) The lowest Price Submittal will be awarded 100 points.
- (b) One (1) points will be deducted from each of the other Price Submittals for each percentage that that Price Submittal exceeds the lowest Price Submittal using the following formula:

$$\left(1 - \frac{\text{Proposer's Bid} - \text{Lowest Bid}}{\text{Lowest Bid}}\right) \times 100$$

- c. The lowest and best Bid is that Bid with the highest combined points for the Technical Approach Submittal and the Price Submittal, and that has been determined by the City to be responsive.
- d. Bidder offers and agrees to comply with all terms, conditions, and requirements set forth in this IFB and the RFQ.
- e. Bidder agrees that all representations made in its SOQ, its Technical Approach Submittal, and its Price Submittal shall continue to be binding on Bidder if it is the successful Bidder on the Project, and that this IFB, the RFQ, Bidder's Technical Approach Submittal, Bidder's Price Submittal, and Bidder's SOQ shall be deemed incorporated into any Contract issued to Bidder for the Project.

18. Additional Information. The City reserves the right, in its sole discretion, to request additional information or documents from any or all Bidders, including supplements or corrections to the Bids.

19. 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.

20. Tax Clearance. Bidder will be required to furnish to OWNER 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 OWNER 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.

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

22. 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 (11%) MBE participation and (6%) WBE participation. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.org. Please call the Human Relations Department at (816) 513-1836 for assistance.

23. 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.

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

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

26. Contract Information Management System. Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

27. 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.

28. 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.

29. Pre-Bid Conference. The Kansas City Water Department will hold a pre-bid conference on June 4, 2020, at 2:00pm. Due to current social distancing requirements, this meeting will be held virtually via

Microsoft Teams. Please use the following link in order to access the meeting:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzMyZTc2NWEtMTg1NC00NDA4LWEyOTYtYTFlMjJmNzlkMGE4%40thread.v2/0?context=%7b%22Tid%22%3a%22ec240911-5979-4419-a8ec-c808b076019b%22%2c%22Oid%22%3a%22dcddf058-da61-4581-a63b-f21686fcaebf%22%7d

Attendance at this pre-bid conference is mandatory for all Bidders on this Project. For this Project, The City shall not contract with a Bidder who has not attended the entire pre-bid conference for this Project.”

30. **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.

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

Terry D. Thomas, Assoc. DBIA, Project
Manager
4800 E 63rd Street
Kansas City, MO 64130
(816) 513-0262 Phone
(816) 513-0288 Fax
E-mail: terry.d.thomas@kcmo.org

Evan Forbes, Contract Administrator
Procurement Services, General Services Department
414 East 12th Street, City Hall 1st Floor
Kansas City, MO 64106
(816) 513-0803 Phone
(816) 513-2812 Fax
Email: evan.forbes@kcmo.org



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



ADDENDUM NUMBER 2

Project/Contract Number 80002224 / 9430

Project Title Water Main Replacement in the Area of State Line Road to JC Nichols Parkway, West 46th Street to West 55th Street

ISSUE DATE: 06-09-2020

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on 07-07-2020, are amended as follows:

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

1. The meeting minutes and attendance List are being made available to prospective bidders via the file 'PreBidInformation.pdf'

2.

Q1.	What is the budget?
A1.	The budget for this project is \$5.5 million (\$5,500,000.00)

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

WMR State Line to JC Nichols Pre-Bid AGENDA

Water Main Replacement in the Area of State Line Rd to JC Nichols Pkwy, W 46th St to W 55th St

DB Project Number: 80002224

DB Contract Number: 9430

1. Introduction of Persons Present (City and Plaza Staff)

Terry Thomas – Project Manager, KC Water terry.d.thomas@kcmo.org 816-513-0262

Matt Bond – Deputy Director, KC Water

Jeff Martin – Chief Engineering Officer, KC Water

Travis Kiefer – Systems Engineering Manager, KC Water

Todd Hawes – Engineering Field Services Division Manager, KC Water

Scott Lofton – Operations Director, Country Club Plaza

Note¹: Also on the call, but were not introduced, were Reza Zonnooz, Kirk Rome and Sean Allen with KC Water

2. Brief Project Overview (Project Manager)

- i. **Project Location and mains to be replaced** (see map attached to the meeting minutes)
- ii. **Proposal due date** July 7, 2020 at 2pm to the KC Water Mailroom, ATTN: Terry Thomas, Project Manager. The technical and price proposals must be in separate, sealed envelopes.
- iii. **Bid Opening Date and final score calculation.** July 21, 2020 at 2pm at City Hall, in Committee room 101W. If details on the location change due to uncertainty surrounding social distancing, they will be disseminated via addenda. Scoring will be 50% technical approach, 50% price submittal.

3. KC Water Project Expectations (KC Water Staff)

- i. **E-Builder** All contract and project documents will be submitted via E-builder. This includes material submittals. KC Water is currently conducting E-builder training sessions for vendors. The next training, being held June 9, 2020 at 8:30am, is on submittals. Email Terry Thomas for more information.
- ii. **Construction scheduling** In the submitted construction schedules, keep in mind that no two east-west or north-south bound streets may be under construction at the same time due to traffic control concerns. Please see the instruction to bidders for further detail.
- iii. **Public Outreach** Detail, in the required technical section, how your team will conduct public outreach in addition to KC Water's public meeting requirement. Coordination with local residents and businesses is important
- iv. **Traffic Control and Parking** A detailed traffic control plan is what is being looked for. Coordinate with Public Works to see if it would be approved. Parking is tight and must be considered during construction.
- v. **Cleanup** Daily cleanup and dust control are required, no exceptions.

4. Country Club Plaza Expectations (Taubman Properties representative)

- i. **Coordination with Country Club Plaza businesses** *Weekly update meetings are suggested. Any other communications are at the discretion of the DB team but coordination must be maintained often in order to complete work.*
- ii. **Plaza Events Calendar** *Notable events include the Plaza Art Fair, September 25-27, 2020 and Plaza Lighting Ceremony on Thanksgiving Day, November 26, 2020. Other events will be noted as they are added to the Country Club Plaza's calendar*
- iii. **PIO contact information**
Operations Director - Scott Lofton slofton@taubman.com 816-960-6213
Facilities Manager – Todd Sharbono tsharbono@taubman.com 816-592-9056

5. HRD Requirements (City HRD Representative)

Contract Compliance Officer – Erica Torres Erica.torres@kcmo.org 816-513-1847

- i. **Prevailing Wage** *The selected DB team will be required to pay the most current prevailing wage rates.*
- ii. **M/WBE Goals** *11% MBE, 6% WBE are the total contract goals for this project.*
- iii. **Daily Labor Reporting** *Keeping the daily log is important for contract close-out going smoothly.*
- iv. **B2G Report** *Report monthly in order to track meeting the contract goals. Payment cannot be made without proper reporting*

Engineering Field Services Manager Todd Hawes noted that there will likely be night shuts due to the nature of this area and that potential DB teams should be prepared for such instances.

6. Scoring (Project Manager)

- i. **Overview of each scoring category** *Technical Approach is worth 100 points and Price Submittal is worth 100 points for a grand total of 200 points possible. The full scoring breakdown is available in the 00210 Instruction to Bidders document.*
- ii. **Scoring Committee** *Will likely consist of KC Water upper management and the project manager.*
- iii. **Scoring Reveal** *Scoring reveal will be on July 21, 2020 at the public bid opening for price submittals. Technical scores will be able to be viewed by all teams at this time.*

7. Questions?

Q: In order to show the locates in our design submittal, are we supposed to call in locates prior to the bid?

A: Yes

Q: What is the anticipated NTP?

A: Conservatively, NTP is expected in November 2020

Q: Will a recording of the meeting be released?

A: No

Q: Where will the lay down areas be?

A: There is an area at the parking garage (unspecified) that can be used, but the Country Club Plaza will work with the selected team on ensuring a proper lay down area is provided.

Q: The Plaza is currently closed, how will locators have access?

A: The Plaza is now open.

Q: Can you provide your atlas maps so we can compare to GIS?

A: Yes, we will immediately work with our GIS team in order to accomplish this as quickly as possible.

Q: What is the budget?

A: The budget for this project is \$5.5 million

Full Name	User Action	Timestamp	
Thomas, Terry	Joined	6/4/2020, 1:46:19 PM	KC Water
Dave Oshel	Joined before	6/4/2020, 1:46:19 PM	
John Garvey	Joined before	6/4/2020, 1:46:19 PM	
Ed Andres	Joined before	6/4/2020, 1:46:19 PM	
Zonnooz, Gholamreza	Joined	6/4/2020, 1:47:47 PM	KC Water
Chad Haines	Joined	6/4/2020, 1:49:59 PM	
Bond, Matt	Joined	6/4/2020, 1:50:23 PM	KC Water
Bolen, Tyler	Joined	6/4/2020, 1:50:52 PM	
Nick Kisner	Joined	6/4/2020, 1:52:12 PM	
Jason Conklin	Joined	6/4/2020, 1:53:57 PM	
Tedder, Joshua L.	Joined	6/4/2020, 1:54:30 PM	
Kristin Yunger, Pyramid Exca	Joined	6/4/2020, 1:55:17 PM	
Laura Terrebonne	Joined	6/4/2020, 1:55:30 PM	
Colleen Connor	Joined	6/4/2020, 1:55:35 PM	
Kiefer, P.E., Travis W	Joined	6/4/2020, 1:55:45 PM	KC Water
Coby Crowl	Joined	6/4/2020, 1:56:29 PM	
Valerie McCaw	Joined	6/4/2020, 1:56:33 PM	
Retherford, Aaron	Joined	6/4/2020, 1:57:02 PM	
Philip Ciesielski	Joined	6/4/2020, 1:57:30 PM	
Martin, Jeff	Joined	6/4/2020, 1:57:46 PM	KC Water
Lofton, Scott	Joined	6/4/2020, 1:57:47 PM	Taubman/Plaza
Fasika Kassaye	Joined	6/4/2020, 1:58:04 PM	
Rick Walker	Joined	6/4/2020, 1:58:32 PM	
Jonathan Hoflander	Joined	6/4/2020, 1:58:47 PM	
Kevin Waldron	Joined	6/4/2020, 1:59:44 PM	
Klaudt, Justin C.	Joined	6/4/2020, 1:59:56 PM	
Hawes, Todd	Joined	6/4/2020, 2:00:48 PM	KC Water
Henson, Jeffrey (Jeff)	Joined	6/4/2020, 2:01:14 PM	
Mike Gardner	Joined	6/4/2020, 2:01:34 PM	
Lamin Nyang	Joined	6/4/2020, 2:02:09 PM	
Patty Yang	Joined	6/4/2020, 2:09:42 PM	
Mike Nosseir	Joined	6/4/2020, 2:05:50 PM	
Allen, Sean	Joined	6/4/2020, 2:07:33 PM	KC Water
Rome, Kirk	Joined	6/4/2020, 2:08:28 PM	KC Water
Guest	Joined	6/4/2020, 2:09:40 PM	
Parker, Scott	Joined	6/4/2020, 2:25:56 PM	KC Water



ADDENDUM NUMBER 1

Project/Contract Number 80002224 / 9430

Project Title Water Main Replacement in the Area of State Line Road to JC Nichols Parkway, West 46th Street to West 55th Street

ISSUE DATE: 06-02-2020

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on 07-07-2020, are amended as follows:

Bidding Requirements

1. Delete and replace the following sections:

- a. Delete document 00130 Design-Build Invitation to Bid and replace with 00130 Design-Build Invitation to Bid - Addendum 1.

Note¹: The statement, "Bidder are requested to attend the **MANDATORY...**" has been amended to include to the link to the Microsoft Teams meeting. This link must be used for attendance.

- b. Delete document 00210 Design-Build Instruction to Bidders and replace with 00210 Design-Build Instruction to Bidders - Addendum 1.

Note²: Section 29 has been amended to include to the link to the Microsoft Teams meeting and no longer requires the prospective bidder to contact the project manager for the details. This link must be used for attendance.

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

1. The GIS data for this project is being made available to prospective bidders via the planroom. The files include the folder '80002224_data.zip' and file '80002224_prebid.mpk'

2.

Q1.	How many team attendees are required for the mandatory pre-bid?
A1.	Each prospective bidder is required to have at least <i>one</i> representative in order to be considered present at the pre-bid meeting. It does not matter if the representative is for the Designer of Record or the Construction Contractor, but it is <i>not required</i> to be both. We do recommend attendance for all parties.

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



DESIGN-BUILD INVITATION TO BID

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

The General Services Department of Kansas City, Missouri is soliciting Design Build services and will receive sealed Technical Approach and Price Submittals until 2:00pm on July 7, 2020 at KC Water, 4800 E. 63rd Street, Kansas City, MO 64130 for 80002224/9430 - Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street. See schedule below for public bid opening.

Mandatory Pre-Bid Conference, June 4, 2020, at 2:00 p.m. via Microsoft Teams with KC Water and Country Club Plaza Staff.

Technical Approach Submittal and Price Submittal due in separate sealed envelopes/packages to the Project Manager at KC Water, 2nd Floor, 4800 E. 63rd Street, Kansas City, MO 64130, on or before 2:00 p.m. on July 7, 2020.

Public Bid Opening of Price Submittal is on July 21, 2020 at 2:00 p.m., in Committee Room 102W, 1st Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106,

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 11% MBE participation and 6% WBE participation.

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

Bidders are requested to attend the **Mandatory** Pre-Bid Conference at **2:00 p.m., June 4, 2020** via Microsoft Teams with the Project Manager. Please use the following link in order to access the meeting.

https://teams.microsoft.com/join/19%3ameeting_YzMyZTc2NWetMTg1NC00NDA4LWEyOTYtYTFIMjJmNzlkMGE4%40thre%20ad.v2/0?context=%7b%22Tid%22%3a%22ec240911-5979-4419-a8ec-c808b076019b%22%2c%22Oid%22%3a%22dcddf058-da61-4581-a63b-f21686fcaebf%22%7d

Project Manager: Terry D. Thomas

Phone Number: 816-513-0262

Fax Number: 816-513-0288

E-mail: terry.d.thomas@kcmo.org

Water Distribution: Kirk Rome, P.E.

Phone Number: 816-513-0368

Fax Number: 816-513-0288

E-mail: kirk.rome@kcmo.org

Contract Administrator: Evan Forbes

Phone Number: 816-513-0803

Fax Number: 816-513-2812

E-mail: evan.forbes@kcmo.org

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



DESIGN-BUILD INSTRUCTIONS TO BIDDERS

Project/Contract Number 80002224/9430

Project Title Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street

1. **Introduction.** This is an Invitation for Bids ("IFB") issued by the General Services Department of Kansas City, Missouri ("City") to solicit a sealed Technical Approach Submittal and a sealed Price Submittal (collectively, "Bid") from Design Builders for Project/Contract No. 80002224/9430 – Water Main Replacement in the Area of State Line Road to J.C. Nichols Parkway, W. 46th Street to W. 55th Street.
2. **Bid Due Date.** Each Bidder's Technical Approach Submittal and Price Submittal must be submitted in separate sealed envelopes/packages to "Attn: Terry D. Thomas, 2nd Floor" at the KC Water mailroom, 4800 E. 63rd Street, Kansas City, MO 64130, on or before 2:00 p.m. on July 7, 2020 (the "Bid Due Date"). The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224/9430." (The Technical Approach Submittal cannot contain any reference to the cost of the project. Section 2-1585, City Code of Ordinances). The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Price Submittal for the Project No. 80002224/9430."
3. **Public Bid Opening Date.** **On July 21, 2020 at 2:00 p.m.,** (the "Public Bid Opening Date"), in Committee Room 101W, 1st Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106, the City will publicly announce the scores earned by each Technical Approach submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. **The 48-hour period for providing HRD documents (e.g., HRD Form 8, Contractor Utilization Plan/Request for Waiver) shall begin to run as of this date and time.**
4. **Mandatory Pre-Bid Conference.** The City will hold a mandatory Pre-Bid Conference on **June 4, 2020, at 2:00 p.m. via Microsoft Teams.** Failure to attend will result in a Bidder not being eligible to submit a Bid.
5. **No Commitment by City.** Bids and any other information submitted by Bidders in response to this IFB shall become the property of the City. The City shall have no liability for any expense incurred by Bidders in the preparation of Bids or for any damage allegedly resulting from a Bidder's failure to be awarded the Contract for Design-Build Services ("Contract") for the Project. Issuance of this IFB does not commit the City to enter into a Contract for the Project. The City makes no guarantee that an award of Contract will be made as a result of this IFB. The City reserves the right to accept or reject any or all Bids, to re-solicit for Bids, to temporarily or permanently abandon the procurement in whole or in part, to waive any informalities or minor technical inconsistencies, and/or to award one or more Contracts for all or any portion of the Project, when deemed by the City, in its sole discretion, to be most advantageous to the City and in its best interests.
6. **Definitions.** The following definitions apply to this IFB and to all Technical Approach Submittals and Price Submittals submitted in response to this IFB. The definitions set forth in the Contract are also applicable.
 - a. "Bidding Documents" include the Invitation For Bids (IFB), the Project Manual, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to the Bid Due Date as that term is defined in the IFB).

- b. "Consultant" means a person, firm, or corporation having a contract with City to furnish services as an independent professional associate or consultant (including, without limitation, as a construction manager, construction advisor, or program manager) with respect to the Project and who is identified as such in the Supplementary Conditions. The term "Consultant" also includes such person's, firm's, or corporation's agents, officers, directors, or employees.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Rejection of All Bids. If the City rejects all Bids, the City may re-solicit Bids only from those Bidders who submitted a Bid pursuant to this IFB and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines, in its sole discretion, that the delay due to the normal solicitation procedures would not be in the City's best interests.

14. Disclosure of Proprietary Information.

- a. A Bidder may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in any portion of its Technical Approach Submittal by marking each page of each such

portion of its Technical Approach Submittal prominently in at least 16-point font with the words "Proprietary Information"; printing each page of each such portion of its Technical Approach Submittal on a different color paper than the paper on which the remainder of the Technical Approach Submittal is printed; and segregating each page of each such portion of its Technical Approach Submittal in a sealed envelope/package, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with Bidder's name and address.

- b. After either the Public Bid Opening Date or the rejection of all Bids, if a request is made under the Missouri Sunshine Law for access to portion(s) of a Bidder's Technical Approach Submittal that has been marked "Proprietary Information," as provided above, the City will notify that Bidder of the request, and it shall be the burden of that Bidder to establish that such portion(s) of its Technical Approach Submittal are exempt from disclosure under the law.

15. Contents of the Bid. The following information shall be provided by Bidders as part of the bidding process:

NOTE: The outside of each Bidder's Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224." (Do not include any price or cost in the Technical Approach Submittal).

a. TECHNICAL APPROACH PART I - ORGANIZATION & KEY PERSONNEL (Bidder shall provide information for each of the sections below.)

- (1) Provide an organization chart showing the structure and positions of the team proposed to be assigned to the Project, including significant design subconsultants and construction subcontractors. Describe the organizational position, function, and responsibilities of each team member, showing reporting relationships and showing clear lines of authority and communication.
- (2) 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.)
 - (a) Design-Build Project Manager
 - (b) DOR Lead Architect
 - (c) GC Project Manager
 - (d) On-Site Field Superintendent
 - (e) QC/QA Manager
 - (f) Safety Officer
- (3) For each of the Key Personnel, provide the following background information.
 - (a) Years of employment with current employer.
 - (b) City of residence.
 - (c) 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.
 - (d) Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project.
- (4) Include the resume of each Key Personnel, showing relevant project experience, design-build experience, and experience on government contracts.

b. TECHNICAL APPROACH PART II – PROJECT UNDERSTANDING AND APPROACH (Bidder shall provide information for each of the sections below.)

- (1) Discuss generally the tasks involved in the Project.

- (2) Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project. Include a description of the design compliance with the City's Code of Ordinances, KC Water Rules and Regulations, and pertinent KC Water Specifications.
- (3) Describe key issues that might affect the Project schedule and how Bidder proposes to address them.
- (4) 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.
- (5) Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
- (6) Outline key community relations issues and how they might be resolved. Detail a plan on how to promote effective communication with the Country Club Plaza and their tenants. Outline the dates work is limited by Plaza events and how cleaning will be done to prepare for these events.
- (7) 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.

c. TECHNICAL APPROACH PART III – PROJECT CONTROLS PLAN

(a) (Bidder shall provide information for each of the sections below.)

- (1) Describe Bidder's suggested approach to maintaining the Project budget.
- (2) Identify Bidder's contingency plans for various performance issues that might be encountered on the Project.
- (3) Submit the Quality Control Plan for the Project.
- (4) Submit the Project Safety Plan for the Project.
- (5) Describe how Bidder proposes to address any unique safety issues for the Project.
- (6) Submit a preliminary resource-loaded CPM construction schedule with anticipated milestones for the Project without any reference to cost, prepared using Microsoft Project 2007 or later format.

**d. TECHNICAL APPROACH PART IV – PROJECT DESIGN SUBMITTAL
(Bidder shall provide information for each of the sections below.)**

- (1) *Utilities Mapped with proposed water main locations (plan/profile sheets with full survey are not necessary. Utility Locates may be used). The locations are as follows (all lengths are approximate):*

Replace 645 LF of 6-inch CIP water main with 8-inch DIP along West 46th Street from Jefferson Street to Washington Street,

Replace 260 LF of 16-inch CIP water main with 16-inch DIP along West 46th Street from Washington Street to Broadway Boulevard,

Replace 485 LF of 6-inch CIP water main with 8-inch DIP along West 46th Street from Broadway Boulevard to Wornall Road,

Replace 915 LF of 6-inch CIP water main with 8-inch DIP along West 46th Terrace from Jefferson Street to JC Nichols Parkway,

Replace 1,945 LF of 8-inch CIP water main with 8-inch DIP along West 47th Street from Jefferson Street to JC Nichols Parkway,

Replace 385 LF of 6-inch CIP and 375 LF of PVC water main with 8-inch DIP along Nichols Road from Broadway Boulevard to Wyandotte Street,

Replace 370 LF of 6-inch CIP water main with 8-inch DIP along West 48th Street from Jefferson Street to Pennsylvania Avenue,

Replace 165 LF of 2-inch and 1,760 LF 6-inch CIP water main with 8-inch DIP along Ward Parkway from Jefferson Street to Wyandotte Street,

Replace 1,030 LF of 6-inch CIP water main with 8-inch DIP along Ward Parkway from West 48th Street to JC Nichols Parkway,

Replace 420 LF of 8-inch CIP water main with 8-inch DIP along West 49th Street from Wornall Road to Central Street,

Replace 240 LF of 6-inch CIP water main with 8-inch DIP along Jefferson Street from West 48th Street to Ward Parkway,

Replace 375 LF of 8-inch and 865 LF of 6-inch CIP water main with 8-inch DIP along Pennsylvania Avenue from approximately 4622 Pennsylvania Avenue to Ward Parkway,

Replace 1,030 LF of 16-inch CIP water main with 16-inch DIP along Broadway Boulevard from West 46th Street to Ward Parkway,

Replace 230 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard from Nichols Road to Ward Parkway,

Replace 515 LF of 6-inch CIP water main with 8-inch DIP along Central Street from West 47th Street to Ward Parkway,

Replace 840 LF of 6-inch CIP water main with 8-inch DIP along Wornall Road from West 46th Street to West 47th Street,

Replace 1,030 LF of 6-inch CIP water main with 8-inch DIP along Wyandotte Street from West 46th Terrace to Ward Parkway,

Replace 840 LF of 6-inch CIP water main with 8-inch DIP along JC Nichols Parkway from West 46th Terrace to West 47th Street and,

Replace 3,110 LF of 12-inch CIP water main with 12-inch DIP along Wornall Road from West 51st Street to West 55th Street.

Please see the attached map title 'ProjectAreaMap80002224' for a visual representation.

(2) *Pipe installation method with explanation of the benefit to sequencing using your method*

(3) *Construction Sequencing. Note that the Country Club Plaza has requested that no two East-West or North-South streets that are directly next each other be under construction at once. (ie. Broadway Blvd and Pennsylvania Ave may not be under construction at the same time). Additional information regarding coordination with the Country Club Plaza Manager is contained in Section SC-6.01D of the supplementary conditions.*

(4) *General Traffic control plan*

(5) *Required Bid Submittals.*

16. Required Bid Submittals.

a. **Technical Approach Submittals.**

(a) All Technical Approach Submittals shall be organized and their Parts labeled with tabs as shown below, and provided in three-ring binders:

TA PART I – ORGANIZATION & KEY PERSONNEL

TA PART II – PROJECT UNDERSTANDING AND APPROACH

TA PART III – PROJECT CONTROLS PLAN

TA PART IV – PROJECT DESIGN SUBMITTAL

- (b) Each Bidder's Technical Approach Submittal shall be limited to fifty (50) pages, in no smaller than 12-point font on 8-1/2" x 11" paper, using one side of each page, and page numbered accordingly. Each section of the Technical Approach Submittal shall correspond to the Part of the Technical Approach Submittal noted in this IFB. Any information, in addition to the Parts of the Technical Approach Submittal, that is required by this IFB shall be labeled as such and submitted as appendices to the Technical Approach Submittal. Appendices will count toward the page number limit. Covers, Tables of Contents, and divider tabs will not count toward the page number limit, provided that no additional information is included on those pages. Bidder shall submit one (1) electronic copy on USB (PDF Format) and three (3) copies of the Technical Approach Submittal.
- (c) The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. 80002224/9430."
- (d) Reverify that there is no cost or price information in the Technical Approach Submittal.

b. Price Submittals.

- (a) Price Submittals shall be submitted on the Bid Form (including the Affidavit of Intended Utilization) included in the Bidding Documents.
- (b) The Price Submittal must be accompanied by Bid security in the amount of five percent (5%) of the base Bid, which shall be in the form of a bid bond (in 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 submission of the Bid, the City Treasurer must approve both the financial institution issuing and the contents of any letter of credit. Any cashier's check or certificate of deposit must be made payable to the City Treasurer.
- (c) The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Price Submittal for Project No. 80002224/9430."

17. Consideration of Bids.

- a. All Technical Approach Submittals and documents, and meetings related thereto, shall be considered to be "closed records" and "closed meetings," respectively, as defined in Chapter 610, RSMo (the "Missouri Sunshine Law") and therefore protected from disclosure until the Public Bid Opening Date.
- b. The City will determine the lowest and best Bid. The two-stage selection process described herein will be used to determine the successful Bidder.
 - (1) After submission of the Technical Approach Submittals and the Price Submittals on the Bid Due Date, the City will privately open the Technical Approach Submittals. The City may interview one, some or all of the Bidders that submit bids. The City will evaluate and rank the responsive Proposals by applying the weighted evaluation criteria set forth below to determine the Successful Respondent. The total number of points that will be used in evaluating all of the factors for a Proposal is 200 allocated as illustrated in the following table:

Criterion	Maximum Score Possible (Points)
TA Part I – Organization & Key Personnel	10
TA Part II – Project Understanding & Approach	20
TA Part II – Project Controls Plan	10
TA Part IV – Project Design Submittal	60
Part 4. MBE/WBE Utilization	Pass/Fail

Cost Proposal	100
Total Possible Score	200

The highest Technical Approach Submittal will be awarded 100 points. Points will be added to each of the other Technical Approach Submittals corresponding to the 100 points and the original points earned by that Submittal. For example:

Technical Proposal	Number of Points	Score
Highest	94	100 pts.
2nd Highest	87 (94-87=7)	97 pts. (100-7 points)
3rd Highest	84 (94-84=10)	90 pts. (100-10 points)

- (2) On the Public Bid Opening Date, the City will publicly announce the scores earned by each Technical Approach Submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. Each Price Submittal will be scored based on the points system described below:

- (a) The lowest Price Submittal will be awarded 100 points.
- (b) One (1) points will be deducted from each of the other Price Submittals for each percentage that that Price Submittal exceeds the lowest Price Submittal using the following formula:

$$\left(1 - \frac{\text{Proposer's Bid} - \text{Lowest Bid}}{\text{Lowest Bid}}\right) \times 100$$

- c. The lowest and best Bid is that Bid with the highest combined points for the Technical Approach Submittal and the Price Submittal, and that has been determined by the City to be responsive.
- d. Bidder offers and agrees to comply with all terms, conditions, and requirements set forth in this IFB and the RFQ.
- e. Bidder agrees that all representations made in its SOQ, its Technical Approach Submittal, and its Price Submittal shall continue to be binding on Bidder if it is the successful Bidder on the Project, and that this IFB, the RFQ, Bidder's Technical Approach Submittal, Bidder's Price Submittal, and Bidder's SOQ shall be deemed incorporated into any Contract issued to Bidder for the Project.

18. Additional Information. The City reserves the right, in its sole discretion, to request additional information or documents from any or all Bidders, including supplements or corrections to the Bids.

19. 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.

20. Tax Clearance. Bidder will be required to furnish to OWNER 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 OWNER 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.

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

22. 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 (11%) MBE participation and (6%) WBE participation. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.org. Please call the Human Relations Department at (816) 513-1836 for assistance.

23. 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.

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

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

26. Contract Information Management System. Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

27. 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.

28. 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.

29. Pre-Bid Conference. The Kansas City Water Department will hold a pre-bid conference on June 4, 2020, at 2:00pm. Due to current social distancing requirements, this meeting will be held virtually via

Microsoft Teams. Please use the following link in order to access the meeting:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzMyZTc2NWEtMTg1NC00NDA4LWEyOTYtYTFIMjJmNzlkMGE4%40thread.v2/0?context=%7b%22Tid%22%3a%22ec240911-5979-4419-a8ec-c808b076019b%22%2c%22Oid%22%3a%22dcddf058-da61-4581-a63b-f21686fcaebf%22%7d

Attendance at this pre-bid conference is mandatory for all Bidders on this Project. For this Project, The City shall not contract with a Bidder who has not attended the entire pre-bid conference for this Project.”

30. 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.

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

Terry D. Thomas, Assoc. DBIA, Project
Manager
4800 E 63rd Street
Kansas City, MO 64130
(816) 513-0262 Phone
E-mail: terry.d.thomas@kcmo.org

Evan Forbes, Contract Administrator
Procurement Services, General Services Department
414 East 12th Street, City Hall 1st Floor
Kansas City, MO 64106
(816) 513-0803 Phone
(816) 513-2812 Fax
Email: evan.forbes@kcmo.org



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



ADDENDUM NUMBER ____

Project Number _____

Project Title _____

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

ISSUE DATE: _____

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

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

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

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

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

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

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

- 1.
- 2.

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

Q1.	
A1.	
Q2.	
A2.	

Q3.	
A3.	

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

Bidding Requirements

1. Add the following section(s):

- a. Document, Sec. __, Subparagraph __, Page ____
- b. Document, Sec. __, Subparagraph __, Page ____

[OR]

2. Delete the following section(s):

- a. Document, Sec. __, Subparagraph __, Page ____
- b. Document, Sec. __, Subparagraph __, Page ____

[OR]

3. Delete and replace the following section(s):

- a. Delete Document, Sec. __, Subparagraph __, Page ____ and replace with the following Document, Sec. __, Subparagraph __, Page ____:
- b. Delete Document, Sec. __, Subparagraph __, Page ____ and replace with the following Document, Sec. __, Subparagraph __, Page ____:

Contracting Requirements

1.

2.

Specifications

1.

2.

Drawings:

1.

2.

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



KANSAS CITY
MISSOURI

REQUEST FOR INTERPRETATION

Project Number _____

Project Title _____

Contractor _____

RFI Number _____ Date _____

From: _____

To: _____

Re: _____

Spec. Sec. Ref: _____ Paragraph: _____ Drawing Ref: _____ Detail: _____

Signed: _____

Response: _____

☐ Attachments _____

Response From: _____ To: _____ Date Transmitted: _____ Date Rec'd: _____

Signed: _____ Signed: _____

Design Professional Owner's Representative

Distribution: ☐ Owner

☐ Contractor

☐ Construction Manager

☐ Design Professional

☐ Consultant _____

☐ Other _____



OWNER _____

[illegible]



SUPPLEMENTAL DESIGN INSTRUCTION

Project Number _____

Project Title _____

To Contractor _____

From: _____ SDI No _____ Issue Date: _____

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

Description:

☐ Attachments (*List*)

(Signature) Design Professional

Date

Distribution:

- ☐ Owner
- ☐ Contractor
- ☐ Construction Manager
- ☐ Design Professional
- ☐ Consultant _____
- ☐ Other _____



REQUEST FOR PROPOSAL

Project Number _____

Project Title _____

To Contractor _____

From: _____ RFP No _____ Issue Date: _____

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

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

Description: _____

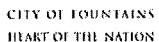
☐ Attachments _____

Prepared by Design Professional _____

Prepared by Construction Manager _____

REQUESTED by OWNER'S Representative _____

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



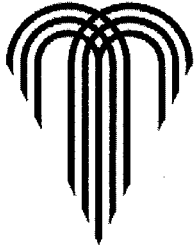
Project Number _____

Project Title _____

CONTRACTOR _____

OWNER _____

[illegible]



CHANGE ORDER

Project Number _____

Project Title _____

Change Order No: _____

Date of Issuance: _____

Ordinance No: _____

Ordinance Effective Date: _____

Contract Notice To Proceed Date: _____

To CONTRACTOR:

The Contract is changed as follows: _____

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

[Note: Identify the specific attachments; example: "Attachment A, Additional Scope of Services." Delete all notes before printing final]

☐ See Attached Document(s).

[Note: If the CO does not change the Contract Price, use "Director" instead of "Director of Finance"]

Not valid until signed by the Director of Finance.

The original Contract Price was	_____	\$0.00
Net change by previously authorized Change Orders	_____	\$0.00
The Contract Price prior to this Change Order was	_____	\$0.00
The Contract Price will be (<input type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input type="checkbox"/> unchanged)	_____	\$0.00
The new Contract Price including this Change Order will be	_____	\$0.00
[Note: If revised, establish and enter new dates. If unchanged, enter current contract dates.		
If you are only changing the Final Completion date, add the following reference:		
"The Contract Time for Final Completion will be . . ."]		
The Contract Time will be (<input type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input type="checkbox"/> unchanged)	_____	() calendar days
The date of Substantial Completion as of the date of this Change Order therefore is	_____	Enter Date
The date of Final Completion as of the date of this Change Order therefore is	_____	Enter Date

Project No. & Title
Change Order No.

[Note: Include any required additional signatures.]

DESIGN PROFESSIONAL:	By:	Date:
	Title:	
CONTRACTOR:	By:	Date:
	Title:	
CITY:	By	Date:
	Title:	

Approved as to form: _____
Assistant City Attorney

[Note: If this CO does not change the Contract Price, delete the cert. of funds by Finance Director but send signed copy to Finance.]

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

By: _____
Director of Finance Date

Distribution: ☐ CITY
☐ CONTRACTOR
☐ DESIGN PROFESSIONAL

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



WORK CHANGE DIRECTIVE

Project Number _____

Project Title _____

No.: _____ Date of Issuance: _____

TO:
(CONTRACTOR)

You are directed to proceed promptly with the following work:

Description:

Purpose of Work Change Directive:

Attachments: *(List documents supporting change)*

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

Method of determining change in
Contract Price:

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

Method of determining change in
Contract Times:

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

Estimated increase (decrease) in Contract Price:

\$ _____

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

Recommended:

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;

Final Completion: _____ days.

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

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 01015

PROJECT REQUIREMENTS

PART 1 GENERAL

1.1 Section Description

- A. This section provides for certain administrative and construction requirements relating to this project.
- B. The work to be performed under this Contract consists of furnishing all labor, materials, equipment, tools, superintendence, and all services necessary to perform the following work complete with all appurtenances:

Water Main Replacement in the Area of State Line Road to JC Nichols Parkway, W 46th Street to W 55th Street, and the transfer of all services on existing mains to the new mains, including all appurtenances, in Kansas City, Jackson County, Missouri.

- C. All materials furnished and all work done shall be in complete conformance with the Plans and Specifications.

1.2 Prevailing Wage Rate

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

Wage Rates: **County – Jackson State - Heavy**

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

1.3 Contract Drawings

- A. Project Drawings or "Plans" on which the Bid and Contract are to be based and which are to be supplemented by additional shop and dimension drawings of materials and equipment and other drawings where specified, are drawings entitled:

**Water Main Replacement
State Line Road to JC Nichols Parkway,
W 46th Street to W 55th Street
Kansas City, Jackson County Missouri
Water Services Drawing No.: 20603
Water Services Project No. 80002224**

- B. Sheet numbers and titles are listed on the cover sheet.

1.4 Contract Specifications

- A. The water main construction work shall conform to these Project Specifications, contained within the Project Manual, and to the latest revision of the KCMO Standards and Specifications for Water Main Extensions and Relocations and the Rules and Regulations for Water Service Lines, which are made a part hereof by reference. These Standards and Specifications in pdf format are available for viewing and printing from the City website at <http://www.kcmo.gov>.
- B. The term "Engineer" as used in the aforesaid Standards and Specifications shall mean the Engineering Services Division of the Water Services Department of the City, or any engineer or agent designated by the Director in responsible charge of the work.
- C. In cases where the KCMO Standards and Specifications for Water Main Extensions and Relocations and Rules and Regulations for Water Service Lines, as referenced, conflict with these Project Specifications or the Project Drawings, the Project Specifications or the Project Drawings shall govern.

1.5 Licenses, Permits, and Certificates

- A. All licenses, permits, and certificates, etc. required for, and in connection with, the Work shall be secured by the Contractor at their sole cost and expense.
- B. The Contractor shall obtain water service permits from the Water Services Department as required in the KCMO Rules & Regulations for Water Service Lines. However, the Contractor will not be required to pay permit fees for water service permits or water taps.
- C. Contractor shall comply with all requirements and recommendations of the authority or authorities issuing the license, permit, or certificate.

1.6 Easements and Rights-Of-Way

- A. General:
 - 1. Contractor will confine construction operations to the areas approved by Water Services Department and use due care in placing construction tools, equipment, excavated materials, and pipe materials and supplies so as to cause the least possible damage to property and least interference with public traffic.
- B. Private Property:
 - 1. Contractor shall set stakes to mark the boundaries of easements across private property. The stakes shall be protected and maintained until completion of construction. After cleanup has been completed the Contractor shall remove all construction stakes.
 - 2. Should it become necessary for the Contractor to access property outside the City's right-of-way, the Contractor shall obtain written consent from the owner and tenant prior to accessing property. The Contractor shall notify

each owner and tenant a minimum of two (2) working days prior to entering property.

C. Crossing State Highways:

1. The Applicant or Contractor shall secure the necessary permit and post bond as required for work within the limits of the MoDOT right-of-way.
2. All work within the right-of-way shall be in conformance with MoDOT requirements.
3. The permit must be secured before any work is started within the MoDOT right-of-way.

1.7 Protection of Property

- A. The Contractor shall protect from damage or injury all property including survey monuments, property markers, benchmarks, etc. Items damaged shall be replaced or repaired at the Contractor's expense.
- B. Contractor shall be responsible for location of all existing underground installations in advance of excavating or trenching by contacting 1-800-DIGRITE. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by his construction operations.
- C. All existing utilities, adsorption fields, and utility services shall be located in advance of excavation and shall be protected against damage. The Contractor shall pothole in advance all potential conflicting utilities on the drawings, marked by the utility locate service, or otherwise indicated on utility records, prior to any pipe installation for said phase. Contractor shall notify Owner of any conflicts.
- D. Contractor shall not remove existing pipes, conduits, cables, trees, shrubs, curbs, or pavement to facilitate construction unless permission is granted by Water Services Department. All costs incurred, including restitution, shall be at the Contractor's expense.
- E. Contractor shall make provision for the uninterrupted flow of sewers, drains, and watercourses during construction. Structures disturbed during construction shall be restored as soon as possible.
- F. Trees, fences, poles, guy wires and anchors, shrubs, flowerbeds, sod, and all other property shall be protected unless their removal is authorized. Any property damaged shall be restored at the Contractor's expense to the satisfaction of the property owner or tenant. No trees shall be removed outside of the permanent easement, except where authorized by Water Services Department, or by written permission from property owners.
- G. To protect persons from injury and to avoid property damage, barricades, construction signs, and guardrails shall be placed and maintained during the progress

of the Work. Rules and regulations of local authorities respecting safety provisions shall be observed.

- H. All work shall be conducted in a manner to minimize interruption to traffic. The Contractor shall provide suitable plating where traffic must cross open trenches.
- I. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition or better, whether within or outside the easement. All replacements shall be made with new materials.
- J. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- K. Contractor will be held responsible for any damage to existing structures, Work, materials, or equipment because of their operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of the Owner of the damaged item.
- L. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.8 Fencing

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

1.9 Cutting and Patching

- A. Contractor shall perform all cutting and patching required for the Work and as may be necessary in connection with uncovering Work for inspection or for the correction of defective Work.
- B. Contractor shall perform all cutting and patching required for and in connection with the Work, including but not limited to the following:

1. Removal of improperly timed Work.
 2. Removal of samples of installed materials for testing.
 3. Alteration of existing facilities.
 4. Installation of new Work in existing facilities.
- C. Contractor shall provide all shoring, bracing, supports, and protective devices necessary to safeguard all Work and existing facilities during cutting and patching operations. Contractor shall not undertake any cutting or demolition that may affect the structural stability of the Work or existing facilities.
- D. Materials shall be cut and removed as required to complete the Work. Materials shall be removed in a careful manner, with no damage to adjacent facilities or materials. Materials that are not salvageable shall be removed from the site at the contractor's expense.
- E. All Work and existing facilities affected by cutting operations shall be with new materials, or with salvaged materials acceptable to Water Services Department, to obtain a finished installation with strength, appearance, and functional capacity required to match the existing area. If necessary, entire surfaces shall be patched and refinished.
- F. Any curbs removed or damaged shall be replaced at the Contractor's expense.

1.10 Removal and Restoration of Surfaced Areas

- A. Wherever street surfacing is cut or disturbed, the Contractor shall obtain the necessary permits and shall remove and restore all street or roadway pavement, furnishing all necessary labor and materials.
- B. It shall be the responsibility of the Contractor to determine the nature and thickness of all pavements and surfacing to be cut and replaced together with any base courses required by the permit authority in connection therewith.
- C. Temporary surfacing, material to be approved by the permit authority, shall be provided during construction so that all streets are kept in passable condition.
- D. Concrete pavement, asphaltic surface courses, macadam pavements, and any other type of pavement or surface course that is cut or damaged shall be restored in accordance with Section 02575.
- E. Streets, highways, and roads that in the opinion of the permit authority must be opened to traffic at the earliest possible time, shall be backfilled and the pavement restored immediately after the pipe and fittings are installed.

1.11 Backfill

- A. All backfill in sidewalk and street areas shall be thoroughly compacted in conformance with Section 02200 - Excavation and Backfill - Water Main Construction and the KCMO Public Works Department "Street Cut Restoration Standard", SR-1.
- B. All backfill in sidewalk and street areas in MoDOT right-of-way shall conform with MoDOT requirements.

1.12 Notices to Property Owners and Authorities

- A. Contractor shall notify owners of adjacent property and utilities when the Work may affect them.
- B. When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, Contractor shall give two (2) working days' notice to the affected persons. Notices shall conform to any local ordinances, will be delivered in writing, and will include appropriate information concerning the interruption and instructions on how to limit inconvenience.
- C. Utilities and other concerned agencies shall be notified at least two (2) working days prior to cutting or closing streets or other traffic areas or excavating near underground utilities or poles.

1.13 Mail Boxes

- A. U.S. Postal Service regulations prohibit the delivery of mail to addresses where there are no mailboxes or where the mailboxes are not readily accessible. In areas where it is necessary to remove mail boxes to facilitate the Work, it shall be the obligation of the Contractor to install any mail boxes so removed to their original positions and elevations and have the area stabilized and restored to the original or better condition. Where it is not possible to restore mail service within twenty-four (24) hours, temporary mail service shall be provided at the contractor's expense.
- B. Contractor shall not position materials and equipment that will impede the delivery of mail.
- C. Excavated material shall be removed as soon as possible from the vicinity of all mailboxes to minimize inconvenience.

1.14 Position, Line or Grade

- A. A Registered Land Surveyor must set control points for the work. Horizontal and vertical control points shall be established using State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum. The Contractor is responsible for hiring a Registered Land Surveyor for this work. All additional survey, layout, and measurement work shall be the responsibility of the Contractor.

- B. Contractor shall provide qualified and experienced staff, equipment and materials required to complete the survey, layout, and measurement work. Contractor shall also furnish necessary labor, equipment, and materials to establish or designate control points when required, establish construction easement boundaries, and check survey, layout, and measurement work. Offset stakes shall be provided at a minimum of 100 feet along the water line and at all appurtenances and fittings. Offset stakes will be at 50 foot intervals if curbs are not in place.
- C. Contractor shall coordinate survey work and shall inform Engineer and Water Services Department in advance of the location and schedule of all survey work.
- D. Contractor shall provide to Water Services Department complete survey cut sheets containing Water Main Stationing, State Plane Coordinates in U.S. Survey Feet (expressed in feet and decimals of a foot). These coordinates must conform to the "Missouri Coordinate System of 1983, West Zone". Cut notes must also include, Top of Pipe Elevations, Off-Set Hub distances with elevations of hub, Finish Grade at Hydrant Sets, Benchmark Elevations, Height of Instrument, and all main shots, in NAVD 88 datum. Stationing coordinates, and elevations must match drawings "approved for construction" by Water Services Department, and shall be indicated for every fitting and every station at maximum distances of 50 feet along the water line. Water mains to be installed with deflections shall have coordinate points established at the beginning point of deflection and at the ending point of deflection.
- E. The cut sheets shall be sealed by a Registered Land Surveyor and must be submitted to Water Services Department for approval a minimum of 2 working days prior to commencement of any Work included on the cut sheets. Saturdays, Sundays, or any Legal Holiday observed by the Water Services Department are not to be included in the 2 working days period. Work shall not proceed if survey cut sheets are not approved by Water Services Department.
- F. The Contractor shall maintain one set of approved cut sheets at the project site and shall keep them continually updated for record purposes.

1.15 Construction Sequence

- A. No pipeline will be considered substantially complete until the trenching, pipe laying, bedding, backfill, compaction, and clean up are complete. In addition the pipeline must be pressure/leakage tested and disinfected, flushed and services transferred. Service transfers, if any, are to be undertaken as soon as the line is accepted, and are to be completed before another line is started.
- B. Water Main Construction must be sequenced as follows to reduce the amount of disruption to the Water Services Department's customers.
 - 1. If the Contractor has only one crew working on the construction project, construction cannot commence on a second designated water main (i.e. Line A, Line B, Line C, etc.) on the construction plans until all work has been completed on the designated water main currently under construction, which includes laying pipe, performing the required testing on the water main and receiving satisfactory test results, transferring services in this designated

water main segment, and cleaning up the area of all debris and excess materials and grading the disturbed soil such that the main area is ready for seed or sod. If seeding and sodding cannot be accomplished due to the time of year based on the contract documents, the Contractor must install and maintain erosion control and hydro mulch until seeding and sodding can be established in disturbed areas. The only way work can commence on a second designed water main is through written permission from the Water Services Department's Project Manager.

2. If the Contractor has multiple crews working on the construction project, one crew may commence laying pipe on a second designed water main while the other crew is completing work on the first designated water main under construction. However, no additional work can occur on a subsequent designated water main until all work on the first designated water main under construction has been completed including restoration (pavement, driveways, sidewalks, seeding and sodding) and/or temporary stabilization (erosion control and hydro mulch). The only exception is if the Water Services Department's Project Manager provides written permission to the Contractor to commence laying pipe for additional designated water main(s).

1.16 Erosion and Sediment Control

- A. The Contractor shall be responsible for constructing, operating, and maintaining soil erosion and sediment control measures for all areas disturbed during construction areas and any stockpile areas used by the Contractor. The Contractor also shall remove such measures and restore the sites of erosion and sediment control facilities upon completion of construction.
- B. The Contractor shall develop and submit a Stormwater Pollution Prevention Plan (SWPP) for review prior to start of the work. The plan shall comply with the current Missouri State General Operating Permit, Water Pollution Control Program, for construction or land disturbance activity and any Missouri Department of Transportation requirements.

1.17 Traffic Control

- A. The Contractor shall be responsible to provide all necessary traffic control devices to safely construct this project. The contractor shall furnish and erect all traffic control signs, barricades, markings, and other traffic control devices that are required to control vehicular and pedestrian traffic. The size, shape, color and placement of all signs, barricades, markings, and other traffic control devices signs shall comply with the latest revision of the Manual of Uniform Traffic Control Devices and specific requirements of the KCMO Street and Traffic Division of Public Works Department.
- B. The Contractor shall prepare and submit for approval a specific traffic control plan related to his proposed approach to constructing the work. The Contractor shall secure approval of the traffic control plan from the KCMO Public Works Department, Water Services Department, and all other governing authorities.

1.18 Sanitary Provisions

- A. The Contractor shall provide sanitary conveniences for use of all persons employed on the Work. All sanitary conveniences shall be satisfactory to the Owner and shall conform to the regulations of the Health Department of City, County, and State. At the completion of the Work, all signs and traces of such sanitary provisions shall be removed.

1.19 Facilities

- A. Water: The Owner will furnish to the Contractor without charge all necessary water for filling, flushing, and testing the completed line and other construction requirements. The Contractor shall make arrangements with the Owner for all water used. Use of City's water facilities shall be at the direction of the Water Services Department so that water service to customers served by the facilities is not impaired or wasted. Any water furnished by the Owner must be obtained from the Owner's existing main. All material, labor and equipment needed to obtain water for construction purposes and to comply with Water Services Department's requirements shall be provided by the Contractor at his sole cost and expense.
- B. Operation of Existing Valves:
 - 1. Valves on Transmission Mains
The operation of all valves on the City's existing transmission system shall be performed or supervised by the City. The Contractor shall not operate any valves on the Water Services Department's transmission mains (any main larger than 12") without supervision of the City. If the Contractor desires the operation of any valves, he shall make a request to Water Services Department for such operations. For transmission main shuts, Contractor shall give Owner at least one week's notice so a temporary test shut can be scheduled and conducted to ensure a tight shut. Contractor shall assist with test shuts and main shuts as requested by City including, but not limited to, filling out and distributing shut notices and operation of valves under direct supervision of the City. The hydrant branch valves may be operated in the presence of a representative of the Water Services Department with no official advance notification.
 - 2. Valves on Distribution Mains
The Contractor will perform test shuts and main shuts on the Water Services Department's distribution mains (any main 12" or smaller) without direct supervision at no extra cost to the Water Services Department. All test shuts and main shuts require the Water Services Department's approval. The request form for test shuts and main shuts shall be sent to the Project Manager and Area Supervisor at least one week prior to needing the shut. The Contractor will be responsible for notifying all residents who will be affected by construction activities which includes, but is not limited to, filling out and distributing shut notices. The Contractor must still coordinate with both the resident inspector and the project manager. The Contractor must

follow the City's standard procedures when filling and flushing distribution mains including but not limited to, notifying City's Dispatch Office.

- C. Power: All power for lighting, operation of the Contractor's plant or equipment, or for any other use which may be required for the proper completion of the Work shall be provided by the Contractor at his sole cost and expense.

1.20 Guidelines for Open Excavations

- A. Required excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. Every person who for any purpose makes or causes to be made an excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway, or any other public properties, and shall leave any part or portion thereof open, shall provide effective protection to the public.
- B. All excavations in roadways shall be protected and secured in compliance with existing federal, state, and local codes and standards, including, but not limited to, the most current editions of the Manual of Uniform Traffic Control Devices.
- C. All street plates shall be placed in a secure manner and to minimize noise generated by traffic traveling over them and to minimize the effect on traffic. Street Plates, used by the Contractor over roadway excavations, shall comply with regulations of the KCMO Public Works Department and its standard Street Plate Details.
- D. All unsupervised excavations not within roadways shall be protected and secured. A protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.
- E. Any excavation that is not covered shall be fenced in such a way that it surrounds the entire area under excavation so as to prevent entry by any persons. The fencing shall be a minimum of 42" in height. The fence shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions.
- F. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavy traffic areas shall be inspected more often as necessary.
- G. All necessary and applicable permits shall be secured for any work contemplated on public properties before commencing any activity. In all instances the applicant agrees to perform all work in accordance with the permit and to indemnify and hold harmless the City from all liability, judgments, costs, expenses, and claims growing out of damages or alleged damages, of any nature to any person or property arising out of performance or non-performance of said work or the existence of facilities and/or appurtenances thereof.

1.21 Connections to Existing Mains

- A. The Contractor shall furnish and install all fittings necessary for connections to the existing water mains at the locations shown on the Plans. No connections to existing mains shall be started without prior approval of the Director of Water Services Department. Scheduling of water main shuts and connections to existing water main shall be at the discretion of the Water Services Department.
- B. It shall also be the responsibility of the Contractor to make any and all excavations and backfill as required, and furnish all labor, equipment, and material necessary to complete the connections as detailed on the Plans. The Contractor shall maintain, barricade, repair, restore, and protect all excavations and disturbed areas. All bends, tees, etc., shall be provided with adequate backing by the Contractor as required in Section 02669 – Thrust Restraints of the Standards and Specifications.
- C. All water mains must be maintained in service except for shuts of limited duration in accordance with the Water Services Department's Water Main Shut Procedures. When mains are taken out of service, Contractor shall work continuously to bring the existing or new replacement mains back into service as quickly as possible. Contractor shall provide multiple crews complete with equipment to construct connections where necessary to limit valve shut durations to less than 4 hours.
- D. All existing water transmission mains, 16-inch in diameter or larger, cannot be taken out of service at any time during the peak water demand season of May 15th to September 15th.
- E. Temporary Service
 - 1. The Contractor shall notify all Water Services Department customers affected by the Work of making the connections as to the time of day and the span of time required to make said connections. When the closing of a valve to make the connections will terminate water service to a customer(s), the Contractor shall arrange to supply temporary service and schedule the time which is most convenient to the customer(s) for making the connection. No extra compensation will be allowed for providing temporary service or making the connection at a time other than normal working hours.
 - 2. When temporary water supply is not possible, valve shut duration shall be less than 4 hours.
- F. Contractor must be prepared for and be able to handle moderate leakage when making connections to the existing water distribution system. Contractor must make provisions for dewatering existing trenches and piping to enable construction work to proceed. Should temporary taps or drain valves be required on existing piping, Contractor shall provide and install as required subject to the approval of the Engineer. Moderate leakage, for the purposes of this paragraph, shall be defined as a valve or valves that leaks no more than what can be handled by a single 3-inch trash or dewatering pump. Should more than one connection be made to the existing system at the same time and in different excavations, the

Contractor shall price and include in his bid the cost of providing a dewatering pump at each excavation location, including all fuel and consumables required to run said pump for the duration of the connection work. Owner shall not be liable for delay damages or claims as a result of leaking or inoperable valves.

1.22 Water Services and Reconnections

- A. All existing service lines connected to existing water mains to be abandoned shall be disconnected from said mains and reconnected to the new mains by the Contractor. The Contractor shall furnish all material, equipment, and labor for the complete installation in accordance with the KCMO Rules & Regulations for Water Service Lines. All service line reconnections will be made by the Contractor with his own work forces, including all main taps. No connection to the new mains will be permitted until the new mains have been accepted by Water Services Department and put in service.

- B. Service taps to the main shall be made in accordance with KCMO Rules & Regulations for Water Service Lines with the following exception:

Delete Section 4.02(a) and replace with the following: "Tapping shall be performed by the Contractor".

- C. The connection of the tap service line to the corporation stop shall be made by means of a dielectric flared fitting or approved dielectric compression coupling.
- D. No corporation tap shall be larger than 1" in diameter. On all service piping larger than 1", up to and including 4" in diameter, provide a 4" branch tee on the new main and a reducer as required for the connection. Service lines larger than 2" in diameter shall be ductile iron.
- E. Contractor shall replace all non-copper service lines (2" and smaller) with Type "K" copper with like size ($\frac{3}{4}$ " minimum) from the main to the property line, shut off valve, or meter pit, whichever occurs first, unless otherwise indicated on the Project Drawings. If no shut off valve exists within the street right-of-way, a curb stop and box shall be installed at a location selected by the Water Services Department. Existing copper service connections may be spliced to extend the existing service to the new main with an approved fitting or coupling, provided the coupling is not located under pavement.
- F. Installation of water service lines beneath streets and driveways shall be done by drilling or approved trenchless methods unless rock or other site conditions require open cut excavations.
- G. After the reconnection, the immediate area will be prepared for surface restoration. Cleanup must be completed on all water service transfers at the end of each work day. No open excavation for service transfers will be allowed during non-working hours unless specifically approved by the Owner's Representative.
- H. Existing water meters and tiles or curb stops, located in a position that will require their adjustment, either vertically or horizontally, because of proposed construction,

shall be relocated or adjusted by the Contractor. All materials shall be new. No additional payment to the Contractor shall be allowed for any water service and meter adjustments.

- I. When the existing meter is in a building, the contractor will provide labor, equipment and material to perform the following work to reconnect the service lines as shown on the drawings. The Work shall be coordinated with the property owners and tenants. Contractor shall remove the existing water meter and meter yoke assembly inside of the building and install new type K copper plumbing and a shut off valve (ball Valve) to replace the gap left by the removal of the water meter and meter yoke assembly. All work inside the building shall be performed by a licensed plumber. Contractor shall replace existing service connection and service line as shown in the plans. Contractor shall notify the Engineer or City's representative seven (7) days prior to installation of meter tile, meter yoke, and the first valve. Contractor shall remove the meter, meter yoke, automated meter system, and other appurtenances associated with system inside the house. The gap left by the removal of water meter and interior appurtenances shall be replaced with new plumbing (Type K Copper) and a new shut -off valve (if the property does not have a master shut-off valve inside). All work inside the residence shall be performed by a licensed plumber and paid for by the contractor. Contractor shall obtain a document signed by the by the property owner accepting the completed private plumbing work within the residence. Per Kansas City Water Services' Rules and Regulations for Water Main Extensions and Relocations, Water Services Department will provide and install Automated Meter Reading Systems (includes meter and MTU) where new meters are to be installed as shown in the plans. If there is an existing Automatic Meter Reading System in place the MTU shall be moved to the new meter pit outside and attached to the underside of the meter lid.
 - a. Right of Entry: Contractor shall obtain written City's right of entry permission, signed by the property owner, for all inside private plumbing connection work to the outside of the building. Contractor shall also obtain a document signed by the property owner accepting the complete private plumbing work within the building and to the meter. Authorized right-of-entry document shall be provided to the City by the Contractor before commencement of work. Upon receipt and approval of the Right of Entry form, the Contractor shall commence work.
 - b. Meter Delivery: Removed meters shall be delivered by the Contractor to Water Services Department at an agreed upon location.

1.23 Setting Fire Hydrants

- A. When installing hydrants, reaction backing shall be placed between the back of the elbow and the end of the trench as shown on the KCMO standard details. The bottom of the hydrant shall be placed on a flat stone slab approximately two (2) feet square. Before backfilling the trench, one (1) cubic yard of coarse stone approximately six (6) inches in size shall be placed around the hydrant in conformance with the standard details.

- B. The weep holes of the hydrant shall stand plumb with the center of the steamer nozzle maintained at least eighteen (18) inches to twenty (20) inches above the existing ground grade at each hydrant location unless otherwise specified; and when placed behind curbs, the centerline of the hydrant shall be at least thirty-six (36) inches from the back of the curb.
- C. Hydrants shall be rotated so as to have steamer nozzle facing the street or rotated to face any direction as required by the Director.
- D. All new hydrant settings shall be as shown on the KCMO standard details and shall include all necessary excavation and backfill to make the installation complete. The area around each hydrant and hydrant valve cover shall be thoroughly compacted to prevent settlement in these areas.
- E. The Contractor will locate the installation point of each hydrant as shown on the Drawings. The Contractor shall furnish all labor and material in laying out the work. The Contractor shall be responsible for setting any offset stakes he may require. The Owner's Representative shall approve the staked location of each hydrant before its installation.

1.24 Testing & Disinfection

- A. All disinfection work shall be in strict conformance with Section 02675 – Water Main Testing, Disinfection, and Dechlorination of the KCMO Standards and Specifications for Water Main Extensions and Relocations.
 - 1. After the mains have been properly prepared, the Contractor shall disinfect the mains, at no additional cost to the Water Services Department. The Contractor will furnish all necessary assistance for the operation of valves, etc.
 - 2. After dechlorination and final flushing, and prior to putting the main into service, a passing BAC-T test shall be made on the main by the City. If the BAC-T test fails, the Contractor shall disinfect the main again.
- B. Pressure Test:
 - 1. For 12-inch or smaller: After the trench has been backfilled, the test connections made and the main filled with water, a minimum pressure of not less than the normal operating pressure (for the lowest point on the line) plus 50% for surge but in no case less than 160 psi, unless otherwise stated, shall be maintained on the new water main for at least two (2) hours.
 - 2. For 16-inch or larger: After the trench has been backfilled, the test connections made and the main filled with water, a minimum pressure of not less than the normal operating pressure (for the lowest point on the line) plus 50% for surge but in no case less than 225 psi, unless otherwise stated, shall be maintained on the new water main for at least two (2) hours.
- C. Leakage Test:

1. For 12-inch or smaller: An allowable leakage test shall be conducted after the pressure test has been satisfactorily completed. The Contractor shall maintain a minimum pressure in the new water main of 160 psi (or a minimum of 10 psi greater than the normal operating pressure of the system, if the normal operating pressure is lower than 140 psi) for the lowest point on the line for at least two (2) hours.
2. For 16-inch for larger: An allowable leakage test shall be conducted after the pressure test has been satisfactorily completed. The Contractor shall maintain a minimum pressure in the new water main of 225 psi for the lowest point on the line for at least two (2) hours.

1.25 Offsite Storage

- A. Approval of offsite storage arrangements and payment for stored materials such as pipe, fittings, and appurtenances is solely at the discretion of the Owner and must meet the requirements of Subsection 14.02A of Section 00700, Construction General Conditions.
- B. Such offsite storage arrangements shall be presented in writing and shall afford adequate and satisfactory security and protection as provided in Subsection 14.02A of Section 00700, Construction General Conditions. Offsite storage facilities shall be accessible to Owner.

1.26 Preconstruction Conference

- A. Prior to the commencement of Work at the site, a preconstruction conference will be held at a mutually agreed upon time and place. The conference shall be attended by:
 1. Contractor and his superintendent(s)
 2. Owner's Representative
 3. Principal Subcontractors
 4. Representative of principal Suppliers and manufacturers as appropriate
 5. Design Professional or his representative
 6. Governmental, City or County representatives as appropriate
 7. Others as requested by Contractor, Owner, or Design Professional.
- B. Unless previously submitted to Water Services Department or the Design Professional, Contractor shall bring to the conference a preliminary schedule for each of the following:
 1. Progress
 2. Procurement
 3. Sequencing of Work
 4. Values for progress payment purposes
 5. Shop Drawings and other submittals.
- C. The purpose of the conference is to designate responsible personnel and establish a working relationship, review schedules and project requirements, and clarify

responsibilities and operating procedures. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include (but not be limited to):

1. Contractor's preliminary schedules
 2. Transmittal, review and distribution of Contractor's submittals.
 3. Processing Applications for Payment
 4. Maintaining record documents
 5. Critical Work sequencing
 6. Field decisions and Change Orders
 7. Use of premises, office and storage areas, security, housekeeping, and Owner's needs
 8. Major material deliveries and priorities
 9. Easements and rights-of-way status
 10. Traffic control during construction
 11. Contractor's assignments for safety and first aid.
- D. Design Professional or his representative will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

1.27 Progress Meetings

- A. Contractor shall schedule and hold regular progress meetings at least monthly and at other times as requested by Owner or Owner's Representative or required by progress of the Work. Owner, Contractor, and all Subcontractors active on the site shall be represented at each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. Representatives of utilities and others should be requested to attend, as appropriate, if the work affects them.
- B. Contractor shall prepare an agenda for and preside at the meetings. Meeting minutes shall be prepared and distributed by Contractor. The purpose of the meeting will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, resolve any problems which may develop, and discuss other matters as appropriate.

1.28 Route Photographs

- A. The Contractor shall have suitable digital color photographs taken along the entire construction area showing the condition of the terrain previous to any alteration by the Contractor and before construction is started. Photographic images shall be captured in digital format, with a minimum of 10-megapixel resolution, using minimal JPG compression. The photographs shall be taken at intervals necessary to record possible field conflicts. Each photo should be time stamped with the date and time the picture was taken.
- B. The principal reason for obtaining good photographs is so existing items such as cracked curbs, shrubs and sodded areas, broken pavement areas, or plugged culverts in driveways, etc., lying along the construction route may be more clearly

shown and recorded. This will to some degree prevent the possibility of post construction litigation with property owners adjacent to the Work.

- C. Two non-rewriteable DVD-ROMs or other approved electronic storage device shall be submitted to the Owner without charge as soon as is practicable after the photographs are taken. The Contractor should keep a copy of the pictures. Each photograph shall show title of the project, name of the Contractor, date of photograph, location of the view, etc. Polaroid photographs will not be acceptable.

1.29 Cleanup

- A. The Contractor shall replace all surface material and shall restore paving, curbing, sidewalks, gutters, shrubbery, fences, sod, and other surfaces disturbed to a condition equal to that before the work began, furnishing all material and labor incidental thereto.
- B. All excavated material in excess of that necessary to fill the trench shall be removed and disposed of by the Contractor so that the ground will be left as nearly as possible its original state. Any deficiency in the quantity of material for backfilling the trenches or for filling depressions caused by settlement shall be supplied by the Contractor.
- C. Surplus pipeline materials, tools, and temporary structures shall be removed by the Contractor; all rubbish shall be hauled away by the Contractor and the construction site shall be left clean to the satisfaction of the Owner.

1.30 Project Records Documents

- A. Contractor shall maintain in a safe place at the project site one continually updated record copy of all Drawings, Standards and Specifications, Addenda, Shop Drawings, Written Amendments, Change Orders, Work Change Directives, written interpretations or clarifications of the contract documents, survey information (including approved cut sheets), and all other documents relevant to the Work. All such documents shall be kept in good condition and order, and shall be continuously updated to indicate all changes made during construction. No work shall be allowed in the absence of these record documents.
- B. Upon completion of the work at the project site, the Contractor shall submit to the WSD all Record Documents. Record drawing submittals, that are a part of the Record Documents, shall include one paper copy, one reproducible copy (on Mylar or vellum), and one electronic copy on computer disc of the updated drawings in the latest version of Microstation® or AutoCAD®. The disc shall include all information necessary to edit and plot the drawings, and shall be labeled with the Project Name, WSD Project Number, WSD Work Order Number, WSD Drawing Number, and date of publication. All measurements on the Record Drawings must be updated to indicate the true location of the work as it was actually constructed in the field. The Record Drawings for water mains must include references for all beginning and ending points, bends, hydrants, valves, tees, fittings, meters, and beginning and ending points of deflection of water mains indicated in State Plane Coordinates in U.S. feet (expressed in feet and decimals of a foot). The

coordinates must conform to the "Missouri Coordinate System of 1983, West Zone". State wide Missouri Geographical Reference System monuments, Kansas City Metro Control Project monuments, Certified Land corners used as references to determine State Plane coordinates, and all control monuments used in the survey work must be listed with reference ties shown on the Record Drawings. The Record Drawings must indicate the elevations of the finished grade or improvements and the top of the water main at every fitting and Station at maximum spacing of 50' along the water main. All elevations shall be indicated in NAVD 88 Datum (in feet and decimals of a foot). Every sheet of the Record Drawings must be reviewed and **sealed by a Registered Land Surveyor, licensed in the state of Missouri** and must include the following statement on the title block inside the box marked "for WSD use" and in close proximity to the Registered Land Surveyor's seal::

"Each sheet of these Record Drawings and attached Survey Cut Sheets for the Work have been reviewed and approved by the Registered Land Surveyor whose seal is affixed to this Record. The horizontal control, coordinates, and elevations shown on these Records are accurate and are based on the Missouri Coordinate System of 1983, West Zone and NAVD88 datum. These Records have been revised, as required in Section 01000, 1.20 of the Standards and Specifications for Water Main Extensions and Relocations, under my personal supervision to show the true and accurate measurements of the work as it was actually constructed."

The Contractor must also sign each sheet of the documents with the following certification:

"I hereby certify that this Record correctly depicts the Work constructed as to size, horizontal and vertical location, and grade as shown on the approved construction drawings or their revision. The Work was done in accordance with these Records and the current version of the Standards and Specifications for Water Main Extensions and Relocations."

Contractor: _____ Date: _____
Name (print): _____ Title: _____
Signature: _____

- C. The Water Services Department will review the submitted Record Documents and determine their adequacy prior to final acceptance of the Work. Record Documents determined to be inadequate will be returned to the Contractor for required revisions or additions. The Contractor will correct all inadequacies and make all additions required to make the Record Documents acceptable to the Water Services Department. The Record documents shall be an integral part of the work guaranteed by the Contractor's Performance and Maintenance Bond. If Water Services Department determines that further revisions or corrections are necessary to make the Record Documents accurate, the Contractor, at no cost to Water Services Department will make or cause the revisions or corrections to be made.

1.31 Abandoned Water Mains

- A. Water service lines connected to mains being abandoned shall be reconnected to new mains in accordance with the Rules and Regulations for Water Service Lines, unless shown otherwise. The end of all abandoned water mains shall be plugged with sufficient concrete to prevent backfill material from entering the pipe.
- B. Covers, lids, and standpipes on all abandoned valves shall be removed to at least two feet (2') below grade and the area shall be properly backfilled and restored in accordance with the specifications.
- C. Existing fire hydrants that are removed shall be returned to the Water Services Department store yard at 2409 East 18th Street.

END OF SECTION



SECTION 01016

WATER MAINS NEAR SEWERS

PART 1 GENERAL

1.1 Section Description

- A. This section provides for the required procedures where water main construction work is in close proximity to existing sewers.

1.2 Section Includes

- A. Horizontal Separation
- B. Vertical Separation

1.3 Related Sections

- A. Section 02200 - Excavation and Trenching

1.4 Horizontal Separation

- A. Water mains shall be laid at least 10 feet, horizontally, from any sewer. When local conditions prevent a horizontal separation of 10 feet, a water main may be laid closer than 10 feet to a sewer, provided that the water main is laid in a separate trench, or on an undisturbed earth shelf located on one side of the sewer, at such an elevation that the bottom of the water main is at least 18 inches above the top of the sewer. Water mains shall be laid such that there is a minimum of 18" clearance between the pipe wall and the exterior of any manhole and/or inlet on the sewer line. When it is impossible to obtain proper horizontal separation as stipulated above, the sewer must be reconstructed of ductile iron pipe meeting the requirements of Section 02618, prestressed concrete cylinder pipe meeting the requirements of Section 02619, or PVC pressure pipe and shall be pressure-tested to assure water-tightness before backfilling. PVC pipe will conform to AWWA C-900 or C-905.
- B. The required length of sewer to be replaced or constructed of pressure pipe will be the length necessary to achieve 10 feet horizontal separation.

1.5 Vertical Separation:

- A. Whenever water mains must cross above sewers, the water main shall be laid at such an elevation that the bottom of the water main is at least 18" above the top of the sewer. A full length of pipe shall be centered over the sewer to be crossed so that the joints will be equally distant from the sewer and as far away as possible. This vertical separation shall be maintained for that portion of the water main located within 10 feet, horizontally, of any sewer it crosses.

When it is impossible to obtain minimum vertical separation set forth above the sewer must be reconstructed of ductile iron, prestressed concrete cylinder, or PVC pipe, and shall be pressure tested to assure water tightness, before backfilling. PVC pipe will conform to AWWA C-900 or C-905.

- B. Whenever a water main must cross under a sewer, a vertical separation of 18 inches between the bottom of the sewer and the top of the water main shall be achieved. A full length of pipe shall be centered under the sewer to be crossed so that the joints will be equally distant from the sewer and as far away as possible. This vertical separation shall be maintained for that portion of the water main located within 10 feet, horizontally, of any sewer it crosses. The sewer shall be reconstructed of ductile iron pipe, prestressed concrete cylinder pipe, or PVC pressure pipe for a distance of 10 feet on either side of the crossing, and shall be pressure tested to assure water tightness before backfilling. PVC pipe will conform to AWWA C-900 or C-905. Where these conditions cannot be met, the CITY shall be consulted as to the precautions to be taken for protection of the public water supply.
- C. When PVC pipe is used for sewer reconstruction, the following guide shall apply:

<u>Depth of cover over sewer</u>	<u>Use</u>
Up to 22'	SDR-26
22' up to 30'	SDR-21

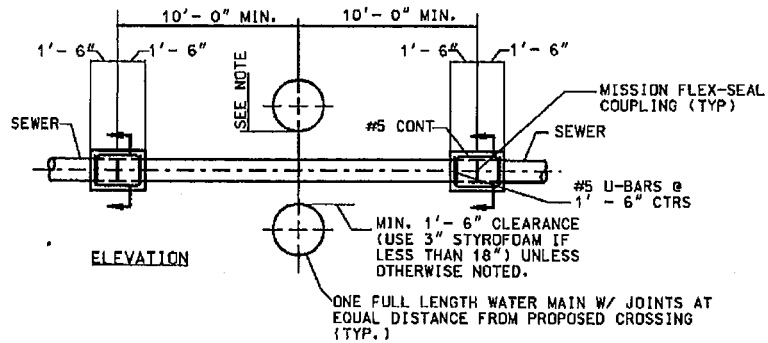
PART 2 PRODUCTS

- A. Not Used

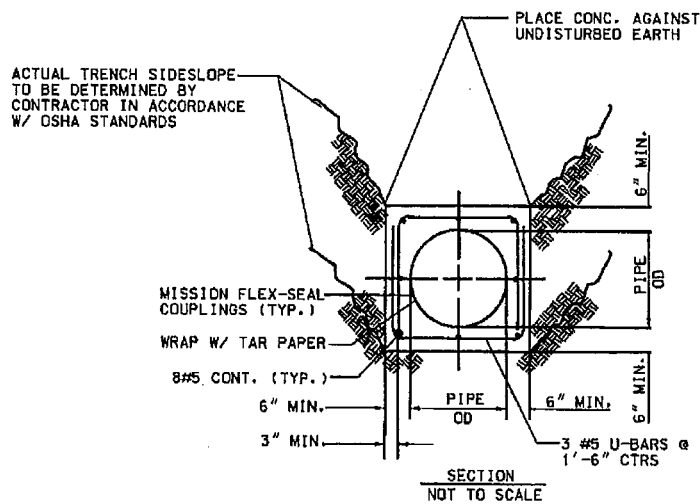
PART 3 EXECUTION

- A. Reconstruction of sewer lines included in this Work shall be done in accordance with Construction Detail Drawing No. 01016-1.

END OF SECTION



NOTE:
 IF WATER MAIN CROSSES BELOW SEWER,
 OR IF WATER MAIN CROSSES LESS THAN 18" ABOVE SEWER,
 SEWER IS TO BE REPLACED W/ CL 52 DIP
 OR PCCP OR PVC, AND JOINTS ENCASED AS
 DETAILED ABOVE.
 PVC PIPE SHALL CONFORM TO AWWA C-900 OR C-905



SEWER CROSSING DETAIL

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: JULY, 2006

CONSTRUCTION DETAIL DRAWING NO. 01016-1



APPLICATION FOR PAYMENT

Project Number _____

Project Title _____

Final Payment⁵ ☐

CONTRACTOR _____

Address _____

Application Number²: _____

Date: _____

Ordinance/Resolution Number: _____

Effective: _____

PO Number _____

Vendor Number _____

Application for Work Accomplished from _____

to _____

Original Contract Price	[1]	\$	-
Net by Change Orders through _____	[2]	\$	-
Current Contract Price (1+2)	[3]	\$	-
Completed Work	[4]	\$	-
Disputed Amounts ³ [-]	[4a]	\$	-
Stored Material ⁴	[5]	\$	-
Disputed Amounts ³ [-]	[5a]	\$	-
Total Completed and Stored to Date (4+5)	[6]	\$	-
Previous Payments	[7]	\$	-
Previous Retainage	[8]	\$	-
Total Previous Applications (7+8)	[9]	\$	-
Amount This Application (6-9)	[10]	\$	-
Less Retainage This Application (5%)	[-] [11]	\$	-
Release of Retainage	[12]	\$	-
Total Due This Application (10-11+12)	[13]	\$	-
Liquidated Damages			
Completion of Work	[14]	\$	-
Prevailing Wage ⁷	[15]	\$	-
MBE/WBE Program ⁷	[16]	\$	-
Workforce Program ⁷	[17]	\$	-
Total Amount Due Contractor (13 - 14 through 17)	[18]	\$	-

Accompanying Documentation: ^{1, 2, 3, 4, 5, & 6} and any other information as necessary.

NOTE: Initial all figures on this Application and on the Schedule of Values that are changed to correct errors or conform to the amount recommended. Attach explanation of changes that have been made.

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (a) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by all prior Applications for Payment; (b) at time of payment, title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (c) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (d) all manufactured goods or commodities used or supplied for this Project are in compliance with Kansas City's Buy America ordinance.

By _____
Contractor Authorized Representative (Print) Signature

Date _____

State of _____)
County of _____)SS

Subscribed and Sworn to before me this _____ day of _____, _____.

My commission expires: _____

Notary Public: _____

DESIGN PROFESSIONAL's Recommendation of Payment:

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the DESIGN PROFESSIONAL recommends to the OWNER that to the best of the DESIGN PROFESSIONAL's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Name of firm (Print)

DESIGN PROFESSIONAL (Print)

(Signature)

Date: _____

Construction/Program Manager's Recommendation of Payment: (if applicable)

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the Construction/Program Manager recommends to the OWNER that to the best of the Construction/Program Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Construction/Program Manager firm (Print)

Authorized Representative (Print)

(Signature)

Date: _____

City's Representative's Agreement with Recommendation of Payment

City's Representative(print)

(Signature)

(Date)

City's Approval

The amount previously recommended is approved for payment.

Director or Designee (Print)

(Signature)

(Date)

¹See General Conditions Article 14.02 A and B

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

³Schedule of Values—Denote any amounts currently disputed in this application. Attach additional dispute documentation if required.

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

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

⁶Per General Conditions Sec. 14.02 attach a copy of the most recent 00485.01 M/WBE Monthly Utilization Report, 00485.02

Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report CONTRACTOR has submitted to the City's Human Relations Department

⁷Applicable only if final payment

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

Distribution:

Owner

Contractor

Construction Manager

Project Manager

Design Professional



Project Title

01290.02 Schedule of Values 050113





City Of Kansas City, Missouri

Certified Payroll Report Instructions

GENERAL INSTRUCTIONS:

Each space on the attached Certified Payroll Report requiring information is numbered. The numbers below correspond to those spaces. When completing the Certified Payroll Report, insert the required information in each space. The Certified Payroll Report **must be complete, clear and legible** and be accompanied by a completed Payroll Certification including **original signature**. All payrolls are to be submitted within two (2) weeks after the ending date of the payroll week.

The payroll form is available on line.

INSTRUCTION FOR PAYROLL SHEETS

1. **PAYROLL NUMBER:** Insert the number of the payroll. Payrolls start with number 1 (one) for the first week of work by each contractor or subcontractor. The numbers are then continuous until the last payroll. During weeks when no work takes place a payroll for that week showing no work is to be turned in. Revised payrolls must be designated with a letter "R" following the number. Check (✓) the box by the word "FINAL" after the number to indicate that no further work will be done by the contractor or subcontractor.
2. **WEEK ENDING:** On each sheet, insert the date of the last day of this payroll.
3. **SHEET OF:** On each sheet, insert the number of each sheet and the total number of sheets submitted.
4. **GRANT AGENCY PROJECT NO:** Insert the Grant Agency Project Grant Number if this is a grant funded project.
5. **CONTRACTOR:** Insert the contractor's company name and address.
6. **SUBCONTRACTOR:** If this is a payroll for a subcontractor, insert subcontractor's name and address. For the remainder of these instructions, the word "contractor" shall apply to both contractor and subcontractor.
7. **DEPARTMENT PROJECT or CONTRACT NO:** Insert Department's Project or Contract Number.
8. **LOCATION:** Insert location of work, including address, and county.
9. **DESCRIPTION:** Insert name of the project or contract from the Agreement.
10. **FEDERAL I.D. NUMBER:** Insert the contractor (10a) and subcontractor's (10b) Federal I.D. Number.
11. **EMPLOYEE NAME:** Insert employee's full legal name and complete home address. Make sure to include Apartment #'s and zip code.

12. **SOCIAL SECURITY NO.:** Insert employee's social security number (xxx-xx-xxxx).
13. **DATE:** Insert date for each day of the payroll week for each employee (mm/dd/yyyy).
14. **REGULAR HOURS*:** Insert the regular hours worked each day.
15. **OVERTIME HOURS*:** Insert the overtime hours worked each day.
16. **DOUBLE OVERTIME HOURS*:** Insert the double overtime hours worked each day.

***Note:** Numbers 14, 15, and 16: Make sure these **hours are equal to or greater than the hours turned in on the "Daily Labor Force Report" form.** Refer to the wage order for applicable overtime schedule.

If allowed by occupational title's applicable overtime rate, Contractor may make a permanent schedule transfer to an eight (8) or ten (10) hour day work week. **Advance written notification to and approval from the Owner's Representative is required.**

If allowed by the occupational title's applicable overtime rate, any change in the work week schedule due to inclement weather **must** be documented on the certified payroll.

17. **TOTAL HOURS:** Insert total of *regular hours* worked for the week on this project. (The total hours will calculate automatically if you are using the electronic form.)
18. **TOTAL HOURS:** Insert total of *overtime hours* worked for the week on this project. (The total hours will calculate automatically if you are using the electronic form.)
19. **TOTAL HOURS:** Insert total of *double overtime* hours worked for the week on this project. (The total hours will calculate automatically if you are using the electronic form.)
20. **TOTAL FRINGE HOURS:** Insert total Fringe Hours (by adding the amounts in 17, 18, and 19). (The total hours will calculate automatically if you are using the electronic form.)
21. **BASE RATE*:** Insert basic hourly rate of pay. Check the contract's "Annual Wage Order" or the "Federal General Wage Decision" section for basic hourly rate.
22. **OVERTIME RATE*:** Insert overtime rate of pay. Check the contract's "Annual Wage Order" or the "Federal General Wage Decision" section for the overtime rate.
23. **DOUBLE OVERTIME RATE*:** Insert double overtime rate of pay. Check the contract's "Annual Wage Order" or the "Federal General Wage Decision" section for the double overtime rate.
24. **FRINGE RATE*:** Insert fringe benefit rate for this project. Check the contract's "Annual Wage Order" or the "Federal General Wage Decision" section for the fringe benefit rate.

***Note:** *The total of the basic hourly rate plus the fringe benefit rate must be equal to or greater than the total of the basic hourly rate plus the fringe benefit rate found in the contract's "Annual Wage Order" or the "Federal General Wage Decision" section. If the contract contains both of the above, the higher rate will prevail.*

25. **TOTAL:** Multiply the amounts in 17 by 21 and insert here. (The total hours will calculate automatically if you are using the electronic form.)

26. **TOTAL:** Multiply the amounts in 18 by 22 and insert here. (The total hours will calculate automatically if you are using the electronic form.)
27. **TOTAL:** Multiple the amounts in 19 by 23 and insert here. (The total hours will calculate automatically if you are using the electronic form.)
28. **TOTAL:** Multiply the amounts in 20 by 24 and insert here. (The total hours will calculate automatically if you are using the electronic form.)
29. Check (✓) the box (□) for the "APPROVED PLAN", "EMPLOYEE", or both indicating the Plan or manner in which the fringe benefit is paid. If fringe benefit is paid to both a Plan and the employee, then insert each amount that is paid to the Plan and/or the employee. If paid to a Plan, list the name(s) of Plan Programs on Payroll Certification page.

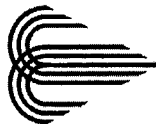
***Note:** 29a plus 29b must equal 28.

30. **OCCUPATIONAL TITLE/CLASSIFICATION:** Insert occupational title/classification of worker for each employee. Examples: Carpenter, laborer, electrician.
31. **GROUP:** Insert the group if, applicable for the occupational title/classification. Example: Operating Engineers Group I, II, III, IV or V.
32. **SKILL GROUP:** Insert skill group, if applicable. Example: general laborer, skilled laborer, first semi-skilled, second semi-skilled etc. or any of the listings under the federal classification such as painters.
33. **HOURS:** Insert total hours worked for all jobs for each employee during each payroll period.
34. **GROSS EARNINGS:** Insert employee's gross earnings for each payroll period.
35. **FEDERAL:** Insert the amount of the deduction from each employee's check stub.
36. **FICA:** Insert the amount of the deduction from each employee's check stub.
37. **STATE:** Insert the amount of the deduction from each employee's check stub.
38. **LOCAL E-TAX:** Insert the amount of the deduction from each employee's check stub.
39. **MISCELLANEOUS:** Insert the amount of the deduction from each employee's check stub.
40. **NET PAY:** Insert the employee's net pay for each week.
41. **EARNINGS FOR THIS JOB:** Add the amounts in 25, 26, 27, and 29b and insert here.

***Note:** If fringe benefit is paid to Approved Plan, do not add the amount in 29a to this total.

42. **KANSAS CITY EARNINGS TAX THIS JOB:** Insert Kansas City Earnings tax deducted from employee's check for this job.

Steps 11 through 42 are to be repeated for each employee working on the project site, or for the same employee working any additional Occupational Title/Classification.



CERTIFIED PAYROLL REPORT

Project Number:

Project Title:

Payroll Number:

Final

KANSAS CITY MISSOURI		WEEK ENDING: 2		SHEET 3 of 4		GRANT AGENCY PROJECT NO.: 4	
CONTRACTOR: 5		SUBCONTRACTOR: 6		DEPT PROJECT OR CONTRACT NO.: 7			
ADDRESS:		ADDRESS:		LOCATION: 8			
CITY, STATE ZIP:		CITY, STATE ZIP:		DESCRIPTION: 9			
FEDERAL ID. NUMBER: 10a		FEDERAL ID. NUMBER: 10b					
First Name Last Name		DATE: 13					
EMPLOYEE NAME: 11		MON TUES WED THUR FRI SAT SUN		TOTAL HRS. 17		TOTAL	
ADDRESS:		REG. HRS. 14		0.00 \$ 21		\$ 25	
CITY, STATE ZIP:		O.T. HRS. 15		0.00		\$ 26	
SOCIAL SECURITY NO.: 12		D.O.T. HRS. 16		0.00		\$ 27	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS: 20		0.00		\$ 28	
30		GROUP: 31		SKILL GROUP: 32			
WEEK ALL JOBS:		GROSS EARNINGS: 33		FICA: 34		NET PAY: 35	
HOURS: 33		\$ 34		- \$ 35		- \$ 36	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS. 37	
ADDRESS:		REG. HRS.		0.00		\$ 38	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$ 39	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0.00		\$ 40	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS:		0.00		\$ 41	
WEEK ALL JOBS:		GROSS EARNINGS:		FICA:		NET PAY:	
HOURS:		\$		- \$		- \$	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS.	
ADDRESS:		REG. HRS.		0.00		\$	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0.00		\$	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS:		0.00		\$	
WEEK ALL JOBS:		GROSS EARNINGS:		FICA:		NET PAY:	
HOURS:		\$		- \$		- \$	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS.	
ADDRESS:		REG. HRS.		0.00		\$	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0.00		\$	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS:		0.00		\$	
WEEK ALL JOBS:		GROSS EARNINGS:		FICA:		NET PAY:	
HOURS:		\$		- \$		- \$	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS.	
ADDRESS:		REG. HRS.		0.00		\$	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0.00		\$	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS:		0.00		\$	
WEEK ALL JOBS:		GROSS EARNINGS:		FICA:		NET PAY:	
HOURS:		\$		- \$		- \$	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS.	
ADDRESS:		REG. HRS.		0.00		\$	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0.00		\$	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS:		0.00		\$	
WEEK ALL JOBS:		GROSS EARNINGS:		FICA:		NET PAY:	
HOURS:		\$		- \$		- \$	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS.	
ADDRESS:		REG. HRS.		0.00		\$	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0.00		\$	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS:		0.00		\$	
WEEK ALL JOBS:		GROSS EARNINGS:		FICA:		NET PAY:	
HOURS:		\$		- \$		- \$	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS.	
ADDRESS:		REG. HRS.		0.00		\$	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0.00		\$	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS:		0.00		\$	
WEEK ALL JOBS:		GROSS EARNINGS:		FICA:		NET PAY:	
HOURS:		\$		- \$		- \$	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS.	
ADDRESS:		REG. HRS.		0.00		\$	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0.00		\$	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS:		0.00		\$	
WEEK ALL JOBS:		GROSS EARNINGS:		FICA:		NET PAY:	
HOURS:		\$		- \$		- \$	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS.	
ADDRESS:		REG. HRS.		0.00		\$	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0.00		\$	
OCCUPATIONAL TITLE/CLASSIFICATION:		TOTAL FRINGE HOURS:		0.00		\$	
WEEK ALL JOBS:		GROSS EARNINGS:		FICA:		NET PAY:	
HOURS:		\$		- \$		- \$	
EMPLOYEE NAME:		DATE:		MON TUES WED THUR FRI SAT SUN		TOTAL HRS.	
ADDRESS:		REG. HRS.		0.00		\$	
CITY, STATE ZIP:		O.T. HRS.		0.00		\$	
SOCIAL SECURITY NO.:		D.O.T. HRS.		0			

CERTIFIED PAYROLL REPORT

Project Number: _____

Project Title: _____

Payroll Number: _____

Final

CONTRACTOR:		SUBCONTRACTOR:		WEEK ENDING:		SHEET		of		GRANT AGENCY PROJECT NO.:				
ADDRESS:		ADDRESS:								DEPT PROJECT OR CONTRACT NO.:				
CITY, STATE ZIP:		CITY, STATE ZIP:								LOCATION:				
FEDERAL I.D. NUMBER:		FEDERAL I.D. NUMBER:								DESCRIPTION:				
First Name	Last Name	DATE:	MON	TUES	WED	THUR	FRI	SAT	SUN	TOTAL HRS.	BASE RATE	O.T. RATE	FRINGE RATE	TOTAL
EMPLOYEE NAME:		REG. HRS.								0.00	\$			\$
ADDRESS:		O.T. HRS.								0.00				\$
CITY, STATE ZIP:		D.O.T. HRS.								0.00				\$
SOCIAL SECURITY NO.:		TOTAL FRINGE HOURS										0.00		\$
OCCUPATIONAL TITLE / CLASSIFICATION:														
GROUP:		FICA:		STATE:		LOCAL E-TAX:		MISC:		NET PAY:		FRINGE PAID TO:		APPROVED PLAN EMPLOYEE
WEEK ALL JOBS:		GROSS EARNINGS:		HOURS:		FICA:		STATE:		LOCAL E-TAX:		MISC:		EARNINGS FOR THIS JOB:
		\$		-		\$		-		\$		-		KANSAS CITY EARNINGS TAX THIS JOB
TOTAL														
First Name	Last Name	DATE:	MON	TUES	WED	THUR	FRI	SAT	SUN	TOTAL HRS.	BASE RATE	O.T. RATE	FRINGE RATE	TOTAL
EMPLOYEE NAME:		REG. HRS.								0.00	\$			\$
ADDRESS:		O.T. HRS.								0.00				\$
CITY, STATE ZIP:		D.O.T. HRS.								0.00				\$
SOCIAL SECURITY NO.:		TOTAL FRINGE HOURS										0.00		\$
OCCUPATIONAL TITLE / CLASSIFICATION:														
GROUP:		FICA:		STATE:		LOCAL E-TAX:		MISC:		NET PAY:		FRINGE PAID TO:		APPROVED PLAN EMPLOYEE
WEEK ALL JOBS:		GROSS EARNINGS:		HOURS:		FICA:		STATE:		LOCAL E-TAX:		MISC:		EARNINGS FOR THIS JOB:
		\$		-		\$		-		\$		-		KANSAS CITY EARNINGS TAX THIS JOB
TOTAL														
First Name	Last Name	DATE:	MON	TUES	WED	THUR	FRI	SAT	SUN	TOTAL HRS.	BASE RATE	O.T. RATE	FRINGE RATE	TOTAL
EMPLOYEE NAME:		REG. HRS.								0.00	\$			\$
ADDRESS:		O.T. HRS.								0.00				\$
CITY, STATE ZIP:		D.O.T. HRS.								0.00				\$
SOCIAL SECURITY NO.:		TOTAL FRINGE HOURS										0.00		\$
OCCUPATIONAL TITLE / CLASSIFICATION:														
GROUP:		FICA:		STATE:		LOCAL E-TAX:		MISC:		NET PAY:		FRINGE PAID TO:		APPROVED PLAN EMPLOYEE
WEEK ALL JOBS:		GROSS EARNINGS:		HOURS:		FICA:		STATE:		LOCAL E-TAX:		MISC:		EARNINGS FOR THIS JOB:
		\$		-		\$		-		\$		-		KANSAS CITY EARNINGS TAX THIS JOB
TOTAL														

9

0

0

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by (Contractor or subcontractor) _____ that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, all said persons employed on said project have been paid the full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said (Contractor or subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise required under this contract to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained herein are not less than the applicable wage rates contained in any wage determination incorporated into this contract; that the classifications set forth herein for each laborer or mechanic conform to the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, consisting of _____ pages, payments of fringe benefits as listed in the contract have been or will be

made to appropriate programs for the benefit of such employees, exceptions noted in 4 (c) below.

(b) WHERE BENEFITS ARE PAID IN CASH

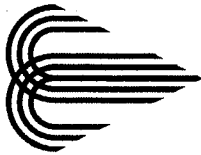
☐ Each laborer or mechanic listed in the above referenced payroll, consisting of _____ pages, has been paid, as indicated on the payroll, in an amount not less than the sum of the basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 Section 231 of Title 31 of the United States Code.	



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project Number 80002224 / 02400

Project Title WMR- State Line Rd to JC Nichols PKWY- W 46th St to W 55th St

From Contractor Leath & Sons, Inc. To Terry Thomas

Date 10/01/2020

Spec. No.	Section Title	<input type="checkbox"/>	Firm, Address (Check box if Supplier)	Phone, FAX and e-mail	Contact
03001 03100 03200	CONCRETE	X	GEIGER READY MIX 4303 SPEAKER RD KANSAS CITY KS 66106	913-281-0111 913-772-4010 brendalowe@geigerreadymix.com	BRENDA LOWE
02618 02641 02645	SITEWORK	X	BLUE SPRINGS WINWATER 808 SE SUNNYSIDE SCHOOL RD BLUE SPRINGS MO 64014	816-224-5700 816-224-5703 teking@winwaterworks.com	TROY KING
02575	SITEWORK	X	VANCE BROTHERS ASPHALT 5201 BRIGHTON AVE KANSAS CITY MO 64030	816-923-4325 816-923-6472 mburrow@vancebrothers.com	MARTY BURROW
02200	SITEWORK	X	Damon Pursell 300 Church Rd Liberty, MO 64068	816-792-1031 sbauer@dpursell.com	Sandy Bauer
02618	SITEWORK		Diggs Construction, LLC 2033 Vine St Kansas City MO 64108	816-994-6950 dale@diggsconstruction.com	Dale Diggs
02618	SITEWORK		Richardson Hauling, Inc. 14800 E Kentucky Rd Independence, MO 64050	816-252-0664 dianna@richardsonhauling.com	Dianna Richardson
01700	GENERAL REQUIREMENTS		Trekk Design Group LLC 1411 E 104th St Kansas City, MO 64131	816-874-4657 trobinett@trekkdesigngroup.com	Trent Robinett
02618	SITEWORK		VSM Engineering 8008 NW Chatham Ave Kansas City, MO 64151	816-702-8888 vmccaw@vsmkc.com	Valerie McCaw

☐ Attachments:Signed by: Leath & Sons

Date

10/01/2020

Distribution: ☐ Owner ☐ Contractor ☐ Construction Manager ☐ Design Professional ☐ Consultant ☐ Other

01290.09 Subcontractors and Major Material Suppliers List 050113

Contract Central

Spec. No.	Section Title	Firm, Address	Phone, Fax, and email	Contact
02618	SITEWORK	RGS and Associates Development Company 5835 Blue Hills Road Kansas City, MO 64110	816-361-0380 rgskc@yahoo.com	L'Chelle Green
02618	SITEWORK	TSi Geotechnical, Inc. 8248 NW 101 st Terrace #5 Kansas City, MO 64153	816-599-7965 NLal@tsigeotech.com	Nilesh Lal
01581	GENERAL REQUIREMENTS	Shockey Consulting Services, LLC 12351 W 96 th Ter Suite 107 Lenexa, KS 66215	913-248-9585 sandy@shockeyconsulting.com	Sandy Kelly



DAILY LABOR FORCE REPORT

Project Number _____ Day _____ Date _____

Project Title _____

Contractor _____

Subcontractor _____

Weather: (Indicate if weather prevented work and why) _____

Shift: (circle) 5-8 hr Days 4-10 hr Days Other _____

* This report *MUST* be completed and turned in for EACH DAY until FINAL COMPLETION.

Worker's Full Legal Name	Occupational Title or Classification Group & Skill	Hours Worked & Time (i.e. 10AM - 4PM)	Race & Gender

I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ABOVE IS TRUE AND COMPLETE.
Contractor/Subcontractor Representative:

Complete Name: (print) _____ Title: (print) _____

Signature: _____

Page ____ of ____

Distribution: ☐ City Department ☐ Contractor ☐ Subcontractor ☐ Other





CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Number _____

Project Title _____

CONTRACT FOR: _____

CONTRACTOR: _____

DATE OF ISSUANCE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Design Professional's and/or Construction Manager's best knowledge, information and belief, to be substantially complete. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

CONSTRUCTION MANAGER _____ BY _____ DATE _____

DESIGN PROFESSIONAL _____ BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

CONSTRUCTION MANAGER _____ BY _____ DATE _____

DESIGN PROFESSIONAL _____ BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER'S REPRESENTATIVE _____ BY _____ DATE _____

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





PUNCH LIST

Project Number _____

Project Title _____

CONTRACTOR _____

From _____ Site Visit Date _____

The following items require the attention of the CONTRACTOR for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

Item No.	Location (Area)	Description	Correction/ Completion Date	Verification Check
-------------	--------------------	-------------	-----------------------------------	-----------------------

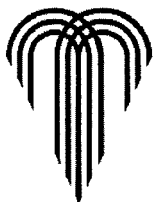
☐ Attachments

Signed by: _____

Date: _____

DESIGN PROFESSIONAL (Firm/In House)

Distribution: ☐ OWNER
☐ CONTRACTOR
☐ DESIGN PROFESSIONAL
☐ Consultant _____
☐ Other _____



KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. _____ and Project Title _____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3 (✓) _____ Prevailing wage does not apply; or

(✓) _____ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) _____ Met or exceeded the Contract utilization goals; or
(✓) _____ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
(✓) _____ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public



KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified ☐ MBE ☐ WBE ☐ DBE ☐ NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title



SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 Section Description

- A. This section provides for the submittals required by the City prior to and for the duration of the Work.

1.2 Section Includes

- A. Progress Schedule
- B. Progress Reports
- C. Schedule of Values
- D. Substitutes and "Or-Equal" Items
- E. Survey Data
- F. Shop Drawings and Engineering Data

1.3 Progress Schedule

- A. At or before the preconstruction conference, Contractor shall submit to City for review a schedule of the proposed design and construction operations. The progress schedule shall indicate the sequence of the Work, the time of starting and completion of each part, and the time for making connections to existing piping, structures, or facilities.
- B. At least every 30 days the schedule shall be revised as necessary to reflect changes in the progress of the Work.
- C. Owner may require Contractor, at Contractor's expense, to add to his plant, equipment, or construction forces, as well as increase the working hours, if operations fall behind schedule at any time during the construction period.

1.4 Progress Reports

- A. A progress report shall be furnished to City with each Application for Payment. If the Work falls behind schedule, Contractor shall submit additional progress reports at such intervals as City may request.

- B. Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the progress schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to City, must be substantiated with satisfactory evidence.
- C. Each progress report shall include three prints of the accepted graphic schedule marked to indicate actual progress.

1.5 Schedule of Values

- A. As provided in the General Conditions, and after review of the preliminary progress schedule at the preconstruction conference and before submission of the first Application for Payment, Contractor shall prepare and submit to City for review a Schedule of Values for the construction phases of the project. The Schedule of Values, showing the estimated quantity and value of each kind of work must be approved by City before any Application for Payment is prepared.
- B. The Schedule of Values for the construction phase portion of the project shall include at least the following items:

ITEM	DESCRIPTION	UNIT	UNIT COST	TOTAL COST
1.	Mobilization	LS		
2.	16" DIP Class 54 Waterline w/Excavation & Backfill	Lin Ft		
3.	12" DIP Class 52 Waterline w/Excavation & Backfill	Lin Ft		
4.	8" DIP Class 52 Waterline w/Excavation & Backfill	Lin Ft		
5.	6" DIP Class 52 Waterline w/Excavation & Backfill	Lin Ft		
6.	4" DIP Class 52 Waterline w/Excavation & Backfill	Lin Ft		
7.	Bends w/ Backing Blocks – Specify size and degree	Each		
8.	Sleeves and Reducers – Specify size	Each		
9.	Tees w/ Backing Block – Specify size	Each		
10.	Straddle Blocks – Specify size of Main	Each		
11.	Water Service Lines	Lin Ft		
12.	Curb Stop Installation	Each		
13.	Meter Relocation	Each		
14.	Sewer Crossing	Each		
15.	Gas Line Crossing	Each		
16.	Fire Hydrant	Each		
17.	Flushing Assembly	Each		
18.	Riprap	Sq Yd		
19.	Street Pavement Removal & Replacement	Lin Ft		
20.	Asphalt Driveway Removal & Replacement	Lin Ft		
21.	Sidewalk Removal & Replacement	Lin Ft		
22.	Curb Removal & Replacement	Lin Ft		
23.	Seeding	LS		
24.	Sodding	LS		
25.	Landscaping	LS		
26.	Traffic Control	LS		
27.	Photographs	LS		
28.	SWPPP & Erosion Control	LS		
29.	Testing (by Segment) a. Segment X	LS		
30.	Disinfection (by Segment) a. Segment X	LS		

31.	Demobilization	LS		
32.	Permits	LS		
33.	Cleanup	LS		
34.	Allowance	LS		
35.	"As Built" Drawings & Project Record Documents	LS		

- C. The sum of the items listed in the Schedule of Values for design and construction phases shall equal the bid prices for the respective phases. Such items as Bond premium, temporary construction facilities, and plant may be listed separately in the Schedule of Values, provided the amounts can be substantiated. Overhead and profit shall not be listed as separate items.
- D. An unbalanced schedule of values providing for overpayment of Contractor on items of Work which would be performed first will not be approved. The Schedule of Values shall be revised and resubmitted until acceptable to the City. Final acceptable by City shall indicate only consent to the Schedule of Values as a basis for preparation of applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

1.6 Substitutes and "Or-Equal" Items

- A. Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specified item mentioned shall be understood as establishing the type, function, and quality desired. Requests for review of equivalency will not be accepted from anyone except Contractor, and such requests will not be considered until after the Contract had been awarded. Other manufacturers' products will be accepted provided sufficient information is submitted to allow City to determine that the products proposed are equivalent to those named.
- B. Whenever the names of proprietary products or the names of particular manufacturers or vendors are used, it shall be understood that the words "or equal" following the enumeration, if not specifically stated, are implied.

1.7 Survey Data

- A. All field books, notes, videotapes, and other data developed by Contractor in performing surveys required as part of the Work shall be available to City for examination throughout the construction period. All such data shall be submitted to City with the other documentation required for final acceptance of the Work.

1.8 Shop Drawings and Engineering Data

A. General

- Shop Drawings and engineering data covering all equipment and fabricated and building materials which will become a permanent part of the Work under this Contract shall be submitted to City for review, at the City's address given in the Agreement. The data shall include drawings, descriptive information, and sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and

supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.

2. All submittals, regardless of origin, shall be stamped with the approval of Contractor and identified with the name and number of this Contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. Each submittal shall indicate the intended use of the item in the Work. When catalog pages are submitted, applicable items shall be clearly identified and inapplicable data crossed out. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.
3. Contractor's stamp of approval is a representation to City that Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that Contractor has reviewed and coordinated each submittal with the requirements of the Work and the Contract Documents.
4. Contractor shall accept full responsibility for the completeness of each submission. When an item consists of components from several sources, Contractor shall submit a complete initial submittal including all components.
5. All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
6. Three (3) copies of each drawing and necessary data shall be submitted to the City. City will return two marked copies to Contractor. Facsimile (fax) copies will not be acceptable. City will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.
7. Following are the items requiring submittals by the Contractor at the pre-construction conference. Submittals shall indicate, but not be limited to, name of manufacturer, shop drawings, physical & chemical testing & certification, appurtenances used, etc.

Project Requirements;

Schedule of values
Construction schedule
Subcontractor listing
Project sign request

Pipeline Materials;

Ductile iron pipe, CL52 & CL54 with type of joint used
Polyethylene encasement

Mechanical joint fittings (tees, crosses, reducers, bends, plugs,
anchor couplings)
Tapping sleeve & valve
Restrained joints used (Mega-Lug, anchored coupling, push-on)
Gate valve w/base, lid & cover used in both traffic & non-traffic
areas
Solid sleeve
Concrete mix (backing block, straddle block, encasement)
Encasement
Casing pipe w/spacers and end seals

Service Transfers;

Corporation stop
Dielectric insulating assembly
Copper service piping
Curb stopping w/base, box & lid/cover
Services coupling (new-to-existing)

Testing & Disinfection;

Pressure testing procedure
Chlorination procedure
MSDS form

- B. Certificate of Compliance: Where indicated in these specifications, each submittal shall include a certificate of compliance prepared by the manufacturer or Supplier of the submitted data, certifying that the item covered is in compliance with Contract Documents. The certificate of compliance shall be a separate document and shall include identification of all deviations from the Contract Documents.
- C. City's Review of Drawings and Data
1. City's review of drawings and data submitted by Contractor will cover only general conformity to the Drawings and Specifications, external connections, and dimensions which affect the layout. City's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown. City's review shall not relieve Contractor of Contractor's responsibility for errors, omissions, or deviations in the drawings and data, nor of sole responsibility for compliance with the Contract Documents.
 2. City's submittal review period shall be 21 consecutive calendar days in length and shall commence on the first calendar day immediately following the date of arrival of the submittal or resubmittal in City's office. The time required to mail the submittal or resubmittal back to Contractor shall not be considered a part of the submittal review period.
 3. When the shop drawings and data are returned marked "NOT ACCEPTABLE" or "RETURNED FOR CORRECTION", the corrections shall be made as noted thereon and as instructed by City and three (3) corrected copies resubmitted. Facsimile (fax) copies will not be acceptable.

4. When the shop drawings and data are returned marked "EXCEPTIONS NOTED", "NO EXCEPTIONS NOTED", or "RECORD COPY", no additional copies need be furnished unless requested by City at time of review.

D. Resubmittal of Drawings and Data

1. Contractor shall accept full responsibility for the completeness of each resubmittal. Contractor shall verify that all corrected data and additional information previously requested by City are provided on the resubmittal. When corrected copies are resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by City on previous submissions.
2. Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.) to indicate the sequence of the resubmittal.
3. Resubmittals shall be made within thirty (30) days of the date of the letter returning the material to be modified or corrected, unless within 14 days Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.
4. Any need for more than one resubmission, or any other delay in obtaining City's review of submittals, will not entitle Contractor to extension of the Contract Times unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of City to review any submittal within the submittal review period specified herein and to return the submittal to Contractor.

E. Distribution of Submittals: If the submittals are not approved the distribution will be as follows:

- 1 copy to Contractor
- 1 copy to City
- 1 copy to Resident Inspector

If the submittals are approved the distribution will be as follows:

- 1 copy to Contractor
- 1 copy to City
- 1 copy to Resident Inspector

END OF SECTION



KANSAS CITY
MISSOURI

DAILY FIELD OBSERVATION REPORT

Project Number _____

Project Title _____

Contractor _____

Report Number _____ Date _____ Time _____

Weather

☐ Clear ☐ Snow
☐ Overcast ☐ Foggy
☐ Rain ☐ Cold

☐ Warm
☐ Hot
☐ Temperature Range _____

Site Conditions

☐ Clear ☐ Dusty
☐ Muddy ☐ _____
☐ Temperature Range _____

Day

☐ Monday ☐ Thursday
☐ Tuesday ☐ Friday
☐ Wednesday ☐ _____

Persons Contacted: _____

Work Observed: _____

Items Discussed: _____

Materials Delivered: _____

Requested Revisions or Interpretations: _____

Nonconforming Work Reported This Date To Contractor: _____

Remarks: _____

☐ Attachments _____

Signed by: _____

Date: _____

Distribution:

- ☐ Owner
☐ Contractor
☐ Construction Manager
☐ Design Professional
☐ Consultant _____
☐ Other _____





PERIODIC FIELD OBSERVATION REPORT

Project Number _____

Project Title _____

Contractor _____

Report Number _____ Date _____ Time _____

Weather

☐ Clear ☐ Snow
☐ Overcast ☐ Foggy
☐ Rain ☐ Cold

☐ Warm

☐ Hot

☐ Temperature Range _____

Site Conditions

☐ Clear ☐ Dusty

☐ Muddy ☐ _____

Day

☐ Monday ☐ Thursday

☐ Tuesday ☐ Friday

☐ Wednesday ☐ _____

Persons Contacted: _____

Work Observed: _____

Items Discussed: _____

Remarks: _____

☐ Attachments _____

Signed by: _____

Date: _____

Distribution:

- ☐ Owner
- ☐ Contractor
- ☐ Construction Manager
- ☐ Design Professional
- ☐ Consultant _____
- ☐ Other _____





WEEKLY REPORT OF WORKING DAYS

Project Number _____

Project Title _____

Contractor _____

Report Number _____ Week Ending: _____

DATE:	WORKING DAY	REMARKS			
TOTAL THIS WEEK	PREVIOUSLY	TOTAL TO DATE	WORKING DAYS IN CONTRACT	REMAINING OR OVERTIME	

Signed by OWNER'S REPRESENTATIVE

Date:

Signed by CONTRACTOR

Date:

Distribution: ☐ OWNER ☐ CONTRACTOR ☐ Construction Manager ☐ Design Professional ☐ Consultant ☐ Other





TRANSMITTAL LETTER

Project Number _____

Project Title _____

TO: _____ Date _____

Re: _____

ATTN: _____

We are sending you ☐ Attached ☐ Under separate cover via _____ the following items:
☐ Shop Drawings ☐ Prints ☐ Drawings ☐ Samples ☐ Specifications
☐ Copy of Letter ☐ Change Order ☐ _____

Copies	Date	No.	Description

These are transmitted as checked below:

☐ For Approval ☐ Approved as Submitted ☐ Resubmit _____ Copies for Approval
☐ For Your Use ☐ Approved as Noted ☐ Submit _____ Copies for Distribution
☐ As Requested ☐ Returned for Corrections ☐ Return _____ Corrected Prints
☐ For Review and Comment ☐ _____

Remarks: _____

By: _____

Distribution: ☐ Owner
☐ Contractor
☐ Construction Manager
☐ Design Professional
☐ Consultant
☐ Other



SECTION 01570

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.1 General

- A. The CONTRACTOR shall provide erosion control for all areas disturbed during construction. The CONTRACTOR shall assume that the work is to be done under the City's General Operating Permit (Permit No: MOR100006). The CONTRACTOR does not need to make separate application with the Missouri Department of Natural Resources.
- B. Specific erosion and sediment control measures are specified in APWA 5100 and Standard ESC Drawings, Erosion and Sediment Control. These measures must be applied to the extent necessary to control erosion and water pollution.
- C. The Contractor shall install and maintain temporary erosion and sediment control devices beginning prior to the first grading operation, and continuing through the construction period until such time as seeding and sodding have been completed and turf is established on all graded areas.
- D. Contractor shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). The plan must include a narrative of the types and appropriate uses of Best Management Practices (BMPs) for erosion and sediment control and stormwater management. The requirements of the SWPPP must be at least as stringent as those described in the City's General Operating Permit (No: MOR100006) and 10 CSR 20-6.200 and any requirements of the Missouri Department of Transportation (MoDOT). The SWPPP must comply with the City of Kansas City's MS4 permit and any additional MoDOT requirements where applicable.
- E. Failure to control erosion and water pollution will result in the CONTRACTOR being noncompliant. Any noncompliance constitutes grounds for the following enforcement actions. The CONTRACTOR shall have 24 hours after receiving a notice of noncompliance from the City's representative (i.e. project manager, city inspector, representative of the City) to correct the problem. If the CONTRACTOR fails to correct the problem after the time prescribed, the City may 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 continues to be noncompliant the Director (or an authorized agent thereof) may issue a stop work order and delay any payment until control measures are properly functioning and any damage

has been mitigated. In such an event, any delay to the project schedule will result in liquidated damages assessed against the CONTRACTOR.

1.2 Performance

- A. City projects are covered by a general NPDES permit maintained by the Water Services Department's Storm Water Division. The Permit imposes a number of obligations, including:
 - 1. New projects must be reported to MDNR 90 days before the project starts.
 - 2. Each site must have (and follow) a written Storm Water Pollution Prevention Plan (SWPPP). Submit SWPPP no later than the preconstruction conference.
 - a. Each site must be inspected weekly, and following each heavy rain, for compliance with the SWPPP. Written inspection reports must be kept.
 - b. All workers at the site (employees and contractors) must be briefed on the requirements of the SWPPP.
 - c. A copy of the SWPPP must be present on site at any time that City employees or contractors are present at the site.
 - d. Quarterly reports must be filed (by City) with MDNR identifying and giving the status (percentage complete) of each project.
 - e. MDNR must be notified if hazardous substances or contaminated soil are discovered on site.

1.3 Erosion Control Measures

- A. The CONTRACTOR shall prevent unrestrained erosion during his operations until vegetation is re-established. Prior to starting work, the CONTRACTOR shall review the erosion control plans and submit in writing to the Owner's Representative any proposed modifications to the plans. The proposed modifications shall describe materials that will be used and tasks that will be performed to control runoff and any deleterious materials that are brought onto the site.
- B. Erosion control devices shall be in place before land is disturbed.

- C. Methods, materials used, and maintenance shall be the responsibility of the CONTRACTOR. The CONTRACTOR and the Owner's Representative shall conduct weekly onsite inspections using the "Erosion and Sediment Control Checklist" provided by the Water Services Department.
- D. Upon notification of a weather forecast with a reasonable likelihood of rain, or at the direction of the Project Manager, the CONTRACTOR shall construct temporary berms and install or replace enough erosion control fencing as necessary to control the potential eroded sediment and prevent it from leaving the construction area.
- E. If the CONTRACTOR'S construction operations are complete to the point where seeding or sodding is the major item at hand before final acceptance can be made, and seeding or sodding is out-of-season or disallowed by the Project Manager, the CONTRACTOR shall construct one of the following erosion control measures:
1. Incorporate the use of erosion control fencing immediately downstream of vulnerable areas that are susceptible to the formation of small streams. Maintain the erosion control devices until seeding or sodding season returns. Upon return of the sodding season, the area shall be re-graded to the lines and grades established in the Contract Drawings and sodded at the direction of the Project Manager.
 2. Terrace the ground with graded berms and incorporate the use of both temporary slope drains (as specified in ESCS Section 10.03.4.3) and erosion control fencing (as specified in this Section on pages 3-5). Maintain the erosion control devices until sodding season returns. Upon return of the sodding season, the area shall be re-graded to the lines and grades established in the Contract Drawings and seeded/sodded at the direction of the Project Manager.
 3. Fertilize, place seed or sod, and irrigate as directed by APWA-KCMO 2400. Maintain the erosion control devices until seeding or sodding season returns. Upon return of the seeding or sodding season the CONTRACTOR shall re-establish the grade and replace all dead seed or sod at the direction of the Project Manager.

1.3 Stormwater Pollution Prevention Plan

- A. The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project from land disturbance sites that disturb one or more acres of land or disturb less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project.
- B. The SWPPP shall meet the requirements of this Section (01570), Section 01567, applicable references on the plans, the City's adopted Erosion and Sediment Control Specifications (ESCS), and all sections of the APWA-KCMO specifications that reference erosion control requirements. The CONTRACTOR shall develop, implement, and adhere to an erosion control and stormwater pollution prevention plan based upon the City's guidelines and requirements.
- C. Contractor shall submit a SWPPP at the preconstruction conference. No work can begin until the SWPPP is approved by the Project Manager.
- D. Contractor shall update and maintain the SWPPP as necessary to develop ongoing site-specific control measures until the final acceptance of the Project.

1.4 Additional Specific Requirements

Contractor shall insure that their pollution prevention plan includes the following items. Any deficient items shall be promptly corrected, but in no case shall the correction period exceed one week.

- A. The Contractor's Stormwater Pollution Prevention Plan shall be onsite.
- B. Remove any onsite pollutant sources (debris piles with petroleum cans, chemical containers, fueling trucks/tanks or other possible sources of pollution).
- C. Dust control measures for any graveled areas or exposed soil areas.
- D. Temporarily or permanently stabilize all areas having exposed soil.
- E. Adequately stabilize all finished cut and fill slopes.
- F. Erosion control structural practices showing evidence of overtopping, breaks or erosion shall be repaired or replaced with improved and suitable materials.

- G. All earthen structures shall be seeded and mulched.
- H. Vegetation shall be established to provide adequate protection, or develop other suitable means.
- I. Sediment trapping devices shall be installed in the proper location prior to grading.
- J. Establish perimeter sediment trapping measures that function properly.
- K. Prevent sediment from leaving the site and/or from damaging adjacent property.
- L. Prevent and or remove mud on public roads or at intersections with public roads.
- M. Provide a temporary construction entrance to reduce/eliminate the transport of mud from the construction site onto public right of ways.
- N. All on-site drainage channels and outlets shall be adequately stabilized.
- O. All storm sewer inlets shall be protected so that sediment will not enter the system.
- P. Seeded areas requiring maintenance (fertilizer, reseeding or additional mulch) shall be promptly attended to.
- Q. Repair or clean-out any structural practices that are not functioning properly.
- R. Remove any temporary structural practices that are no longer needed.
- S. Is any work being performed in streams?
- T. Route stream around work areas
- U. Repair stream channel damages
- V. Provide stabilization or a temporary stream channel crossing where needed.
- W. Properly backfill trenches, seed, and mulch.

PART 2 PRODUCTS

2.1 Silt Fence Detail

Shall be installed, inspected and maintained in accordance with APWA ESC-10 or approved equal.

2.2 Berm Detail

Berm shall be constructed in accordance to APWA ESC-29 or approved equal.

- A. Berms are required if the silt fence is not installed or properly maintained.
- B. Inspection shall be frequent and repair or replacement shall be made promptly as needed.
- C. Remove sediment deposits as necessary to provide adequate storage volume for the next rain.
- D. The contractor shall remove berms when they have served their usefulness.
- E. Sediment trapped by this practice shall be uniformly distributed on the source area prior to seeding or sodding.

2.3 Rock Check Dam

The Rock Check Dam shall be constructed, inspected, and maintained in accordance to APWA ESC-15 or approved equal.

PART 3 EXECUTION

3.1 Inlet Protection

- A. Description
 - 1. Work covered under this item consists of installing a Gutter Buddy, Dandy Curb® or equal inlet protection system for inlets and median barrier inlets without grates. The purpose is to keep silt, sediment and construction debris out of the storm system.

B. Material

1. The inlet protection system shall be a sewn in the U.S.A. fabric unit enclosing a porous structure in the form of a cylindrical tube placed in front of and extending beyond the inlet opening on both sides.

C. Installation

1. Place inlet protection unit on ground with aggregate pouch on street side near inlet it will be installed on.
2. For oil and sediment, place absorbent sock in tube.
3. Center the unit against curb or median inlet opening so that the curb side of the unit creates a seal with the curb or median barrier and inlet structure. There will be approximately twelve (12) inches of the inlet protection unit overhanging on each side of the opening. If the unit is not installed in this manner, it will not function properly.

D. Maintenance

1. The contractor shall remove all accumulated sediment and debris from surface and vicinity of unit after each rain event or as directed by Project Manager/Inspector. Dispose of unit no longer in use at an appropriate recycling or solid waste facility.
2. For oil and sediment; remove and replace absorbent when near saturation.

END OF SECTION



SECTION 01580 – PROJECT SIGNS

1. SCOPE.

This section covers project sign requirements for all Kansas City Water Services projects.

2. GENERAL DESCRIPTION.

The DESIGN BUILDER shall order four (4) project signs (WATER MAIN REPLACEMENT) as well as four (4) lower placards to accompany the project signs before construction starts. In addition, DESIGN BUILDER shall order four (4) "Thank You KC!" signs and four (4) accompanying lower placards to be installed upon construction completion, under the direction of the OWNER's representative. DESIGN BUILDER can utilize any printer and shall pick-up project sign(s) at the printer location. Approved sign designs are on file with the following printers:

Almar Printing
7735 Wornall Road, Kansas City, MO 64114
816-523-4566

CustomColor
14320 W. 101st Terrace, Lenexa, KS 66215
913-730-3100

Office Max
Basement, City Hall, Print Center
414 E. 12th Street, Kansas City, MO 64106
816-513-1048

DESIGN BUILDER shall obtain approved sign designs from the OWNER's representative if DESIGN BUILDER chooses to use another printer.

For sewer projects, CONTRACTOR shall obtain sign(s) stating, "SEWER IMPROVEMENTS." For water main replacement projects, DESIGN BUILDER shall obtain sign(s) stating, "WATER MAIN REPLACEMENT." For stormwater projects, CONTRACTOR shall obtain signs stating "STORMWATER IMPROVEMENTS." Any other sign language must be approved by the OWNER working in conjunction with Water Services Communications staff. For all projects, the DESIGN BUILDER shall obtain "Thank You KC!" signs. Every sign shall be accompanied by the appropriate lower 1-ft. x 6-ft. placard.

The signs shall be purchased and picked up by the DESIGN BUILDER in accordance with the OWNER's representative's direction on the quantity, size and language of the signs. Sign

costs will be included in DESIGN BUILDER's bid price. DESIGN BUILDER will obtain correct sign type based on type of construction project.

DESIGN BUILDER shall erect a total of EIGHT (8) project signs plus lower placards and "Thank You KC!" signs within the affected project area as determined by the OWNER. Project sign erection will conform to Kansas City's Standard Water Services project sign detail D-20142 attached to this specification. (See attached.)

Metal frame and hardware shall be provided by the DESIGN BUILDER and shall be in conformance with Standard Water Services project sign detail D-20142.

Size: Unless otherwise specified by OWNER's representative, signs shall be 4-ft. x 6-ft. with a 1-ft. x 6-ft. lower placard.

Material: 10mm white coroplast (approximately one-half (1/2) inch thickness).

Print Method: Direct to coroplast with outdoor UV laminate coating.

The DESIGN BUILDER shall provide all materials and labor to erect the project signs.

The project sign(s) shall be erected in a conspicuous place, but shall not interfere with the vision of pedestrian or vehicular traffic such as to create a hazard.

The DESIGN BUILDER shall notify any homeowners or businesses adjacent to the location of the signs at least three (3) days prior to erecting signs. Water Services Communications staff will approve the language of the courtesy notification.

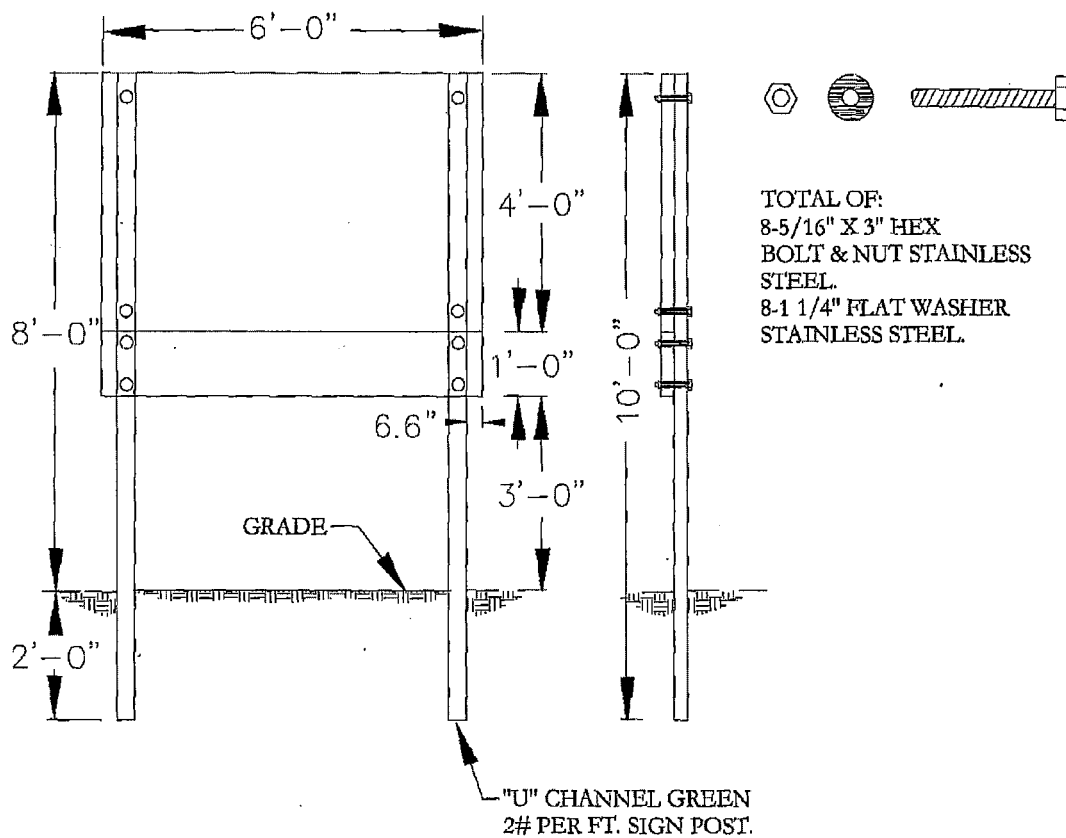
Project sign(s) shall be erected two (2) days before the start of construction activities. Project sign(s) shall remain in place for the duration of the project and be maintained true, plumb, and in neat condition. No construction activities are allowed until the project sign(s) are erected.

OWNER's representative will make the determination of when to remove the project sign(s) and replace with a construction completed "Thank You KC!" sign(s) and accompanying lower placard(s).

Upon completion of the work and when directed by the OWNER's representative, the DESIGN BUILDER shall remove the "Thank You KC!" sign(s) and lower placard(s) thirty (30) days after signs were erected. DESIGN BUILDER shall ensure when removing all signs that the area is restored.

DESIGN BUILDER may reuse applicable project signs that are in good condition to avoid additional costs and waste. Water Services shall assess the condition of the signs and determine the appropriateness of reuse.

End of Section



KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT

Installation Detail for Project Signs

	DATE	MAP NO.	RANGE	TWP	SEC
D-20142	07/17/2013	-	-	-	-



SECTION 01581 – PROJECT COMMUNICATIONS

1. SCOPE.

This section covers project communications for all Water Services projects prior and throughout construction.

2. GENERAL DESCRIPTION.

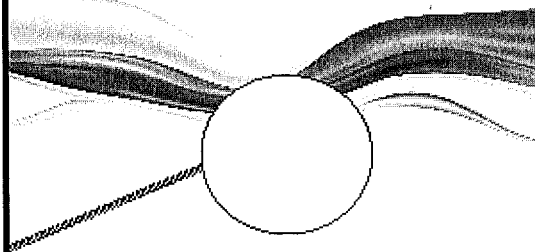
CONTRACTOR shall provide written communications to affected properties (homeowners, tenants and businesses) to inform them about the project work that will take place and may potentially disrupt their everyday activities.

CONTRACTOR shall receive approval from Water Services Communications staff regarding any written communications that are likely to be distributed to homes and businesses, such as letters and door hangers. (See attached example door hanger.)

- Initial letters sent to affected properties should be delivered no more than two (2) weeks prior to the start of construction and no later than five (5) days prior to construction as applicable to the project. (See attached example letter.) Costs to produce and deliver written communications to affected homeowners and businesses shall be included in CONTRACTOR's bid price.
- Door hangers and other communications throughout construction must be distributed to inform homes and businesses of disruptions. Water Services will provide door hangers to CONTRACTOR at no cost.

End of Section.

INVESTING IN KC



Important Notice

Date: _____ Time: _____

Water service to your residence or business will be temporarily interrupted as repairs and/or improvements are made.

Service will be interrupted on _____
from _____ a.m./p.m. until _____ a.m./p.m.

We appreciate your patience and assistance while improvements are being made. We will work to restore water service as quickly as possible.

Thank you for the opportunity to perform this work and for your investment in Kansas City's future.

Please contact the onsite contractor with questions:

(Name) _____ (Emergency contact number) _____



**KC WATER
SERVICES**

www.kcwaterservices.org

Revised 09/12

(Printed on contractor's letterhead)

DATE

Dear Customer:

As you may know, Kansas City Water Services is repairing and replacing a significant portion of the (WATER, SEWER, STORMWATER) infrastructure throughout Kansas City. This investment is possible thanks to customers who pay to use the system and voters who authorize the City to issue low interest-rate bonds to help finance these important upgrades.

NAME OF CONTRACTOR has been retained by Water Services to perform DESCRIPTION OF PROJECT in your neighborhood.

In addition to DESCRIPTION OF PROJECT, we may replace curbs, driveways and portions of the streets that have been affected by construction activities. We will also restore affected lawns following construction, either by sodding or seeding at the appropriate time of year.

Our goal is to complete this project as quickly and as painlessly as possible. We thank you in advance for your patience and understanding during this important investment in your neighborhood's (water, sewer, stormwater) infrastructure.

We anticipate situations that will disrupt your living conditions as construction progresses and we will make every attempt to minimize them. We will continue to communicate with you, as to what you can expect, to avoid disturbances and minimize inconveniences. Such disruptions may include:

- Ordinary travel routes may be periodically closed;
- Use of large equipment may be loud and create dusty conditions in the immediate construction area (sweeping and/or spraying of water will be used to control dust as much as possible);
- Your water service may be turned off or you may experience lower water pressure for short periods of time; and
- Children should stay away from the construction site and the equipment during construction hours for their safety.

Please help us resolve any issues that may occur by contacting us so we can address them as they arise.

- Kansas City Water Services Project Manager: NAME, NUMBER, EMAIL ADDRESS
- Kansas City Water Services Resident Inspector: NAME, NUMBER, EMAIL ADDRESS
- CONTRACTOR COMPANY Project Manager: NAME, NUMBER, EMAIL ADDRESS

Thank you again for your patience and understanding during this important infrastructure investment.

Signature

NAME

TITLE



SECTION 01600
MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 Section Description

- A. This section provides for the required procedures for selecting, acquiring, shipping, and storing products for the Work.

1.2 Section Includes

- A. Selection and Acquisition
- B. Shipment
- C. Storage

1.3 Selection & Acquisition

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Specifications. All products shall be new, never used before, unless otherwise specified.
- B. Provide interchangeable components of the same manufacturer, for similar removable components, such as T-bolts, glands, and gaskets.

1.4 Shipment

- A. All materials and equipment incorporated into the work shall be suitably packaged to facilitate handling and protect against damage during transit and storage.
- B. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage. All painted surfaces that are damaged prior to acceptance of materials and equipment shall be repainted to the satisfaction of the City.
- C. Each item, package, bundle of material, or piece of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.
- D. Pipe and fitting linings shall be protected against damage.

1.5 Storage

- A. Offsite Storage
 - 1. See Specification Section 01015 - Water Main Construction.

B. Onsite Storage

1. Onsite storage of materials and equipment shall conform to manufacturer's recommendations.
2. Onsite storage shall not interfere with public access and/or safety.

C. Other Requirements

1. Bedding material shall be stored so that it is protected from significant change in moisture content and so that large frozen masses will not form in freezing weather.
2. All components shall be protected from weather. Gaskets shall be protected from exposure to sunlight.

PART 2 PRODUCTS

1. Not Used

PART 3 EXECUTION

1. Not Used

END OF SECTION



SUBSTITUTION REQUEST

Project Number _____

Project Title _____

To: _____ Authorization Number: _____

Re: _____ From: _____

_____ Date: _____

_____ Contract For: _____

Specification Title: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone No. _____

Trade Name: _____ Model No. _____

Installer: _____ Address: _____ Phone No. _____

History: ☐ New Product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached – REQUIRED

Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance, service, and availability of replacement parts, as applicable, are available.
- Proposed substitution will not affect or delay Progress Schedule, except as stated below.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances, except as stated below.
- Payment will be made for changes to building design, including architectural or engineering design, detailing, licenses, royalties, and construction costs caused by the requested substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be completed in all respects.

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Design Professional: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____

Proposed substitution changes Contract Time: ☐ No ☐ Yes; add/deduct _____ days.

Supporting Data Attached:

☐ Product Data ☐ Drawings ☐ Tests ☐ Reports ☐ Samples ☐ _____

Attachments: _____

Submitted by: _____

Signature: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ DP ☐ _____

DESIGN PROFESSIONAL'S REVIEW AND ACTION

☐ Substitution approved – Make submittals in accordance with Specification Section 01300.

☐ Substitution approved as noted – Make submittals in accordance with Specification Section 01300.

☐ Substitution rejected – Use specified materials.

☐ Substitution Request received too late – Use specified materials.

Signed by: _____ Date: _____

Distribution: ☐ Owner
☐ Design Professional
☐ Contractor
☐ Consultant
☐ Construction Manager
☐ Other

SECTION 01700
TRAFFIC REGULATIONS

PART 1 GENERAL

1.1 Section Description

- A. This section provides for the control and maintenance of traffic areas throughout the Work.

1.2 Section Includes

- A. Notification
- B. Maintenance of Traffic
- C. Traffic Control
- D. Signs
- E. Vehicle Parking
- F. Flagmen
- G. Lights
- H. Haul Routes
- I. Street Closure

1.3 Related Sections

- A. Section 01000 – General Requirements
- B. Section 01300 – Submittals

1.4 Notification

- A. Advance written notice of construction activity shall be made to all adjacent residents no less than forty-eight (48) hours, or more than seventy-two (72) hours, before construction begins.
- B. The notice shall describe the activity anticipated in that area, the duration, and the effects upon the residents (such as restricted parking).
- C. The Contractor's on-site contact person, address, and direct telephone number shall be included, in addition to a contact person from City.

1.5 Maintenance of Traffic

- A. Traffic shall be maintained through construction, in accordance with the City of Kansas City, Public Works Department Standard Details and the Missouri Department of Transportation (MoDOT) requirements within state right-of-way.
- B. The Contractor is responsible for maintaining traffic.
- C. The Contractor shall conduct his work so as to minimize interference with traffic, vehicular or pedestrian.
- D. A permit is required from the KCMO Public Works Department, Street and Traffic Division for areas where traffic will be obstructed in Kansas City, Missouri and from MoDOT for areas within MoDOT right-of-way. Contractor shall prepare traffic control plans for the Work and submit to KCMO and MoDOT for traffic control permits.
- E. When necessary to cross or interfere with traffic the Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel. Contractor shall give at least twenty-four (24) hours notice to owners of private drives before interfering with them.
- F. Contractor shall seek approval from MoDOT for any lane closures on state routes. The lane closure request and temporary traffic control plan shall be submitted to MoDOT for review and approval at least two working days prior to the planned closure.

1.6 Traffic Control

- A. General
 - 1. All streets, roads, highways, and other public thoroughfares that are to be temporarily closed or restricted to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.
 - 2. All open trenches and other excavations shall be covered with steel plates and have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.
 - 3. All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and performance of the Work on or alongside public streets and highways shall minimize obstruction and inconvenience to the public.
 - 4. All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction.

5. Working hours on traveled roadways or within the clear zone are typically limited to 9:00 a.m. to 4:00 p.m. Monday through Friday. However, due to the proximity of schools and high volume of traffic additional restrictions on working hours may be required by the KCMO Public Works Department or MoDOT. Contractor shall schedule work around working hour restrictions.
6. The Contractor shall maintain a minimum of one lane of traffic in all directions at all times. No more than 660 feet of lane length can be restricted at a single time unless otherwise specified in the traffic control permit.

B. Devices:

1. Contractor shall provide all barricades, cones, construction warning signs, flagmen, and incidental devices to protect personnel and equipment on the Work site.
2. Contractor shall display the required signs. Traffic control devices not in use shall be covered, removed, or turned away from view of oncoming traffic. Whenever the work area changes, all construction warning signs and traffic channelization devices shall be made current in both legend and function.
3. Contractor shall provide "Temporary Traffic Control" that is in accordance with the minimums set forth in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD - Current Edition. Substitutions for the required devices and methods will only be allowed with the written approval of the KCMO Public Works Department, Street and Traffic Division or MoDOT.

C. Non-work hours:

1. During non-work hours all roadways shall be opened to normal traffic.
2. Construction equipment or materials shall not interfere with traffic during non-work hours. Barricades (barrels, type I) equipped with appropriate warning lights shall be placed adjacent to the work area. Construction signs, except "ROAD CONSTRUCTION AHEAD" signs, shall be covered or turned from view of oncoming traffic.

1.7 Signs

A. No Parking:

1. "Emergency No Parking" signs may be installed at locations approved by KCMO Public Works Department or MoDOT within state right-of-way.
2. Signs shall be in accordance with the KCMO Public Works "Standard Signs for Traffic Maintenance During Construction" or MoDOT requirements. Signs shall be on aluminum or plywood panels. Paper or cardboard signs will not be allowed. Signs must be installed a minimum of eighteen (18) hours prior to beginning Work. The Contractor must contact the Public Works Dispatcher (816-513-9300) as soon as the signs are installed so that the KCMO Police

Department can be notified. The signs cannot be enforced without this notification to City and KCMO Public Works Department.

3. Signs shall be installed on either steel driven posts or existing utility poles at a height of five (5) feet from the bottom of the sign. The signs are to be installed at 150-foot intervals. The Contractor shall immediately remove all signs and covers as soon as work has been completed. If work will cease for more than seventy-two (72) hours, the signs and covers shall be removed and reinstalled subject to the minimum eighteen (18) hours notice.

1.8 Vehicle Parking

- A. Parking of construction vehicles and personal vehicles of Contractor's personal shall not interfere with public traffic and parking, access by emergency vehicles, and City operations.

1.9 Flagmen

- A. Contractor shall provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

1.10 Lights

- A. Contractor shall use lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.11 Haul Routes

- A. Contractor shall consult with City and KCMO Public Works Department or MoDOT within state right-of-way to establish public thoroughfares to be used for haul routes and site access.

1.12 Street Closure

- A. Contractor shall obtain a Street Closure Permit in advance of a proposed closure date.

PART 2 PRODUCTS

1. Not Used

PART 3 EXECUTION

3.1 Coordination

- A. Damages:

1. Damage to existing roads and utilities during the Work that requires immediate repair may be considered an "emergency". Therefore, Contractor shall immediately contact the utility, the KCMO Public Works Department,

Street and Traffic Division or MoDOT within state right-of-way whenever there is damage that may require immediate repair. Such repair work once declared an "emergency" will be pursued on a continuous (around the clock) basis until complete or advanced to such a point that use of the roadway can be returned to normal operation and any subsequent repairs completed during normal working hours.

B. Adjustments:

1. The KCMO Public Works Department, Street and Traffic Division or MoDOT within state right-of-way reserves the right to make adjustments or revisions in traffic handling requirements that may become necessary after the Work has started. These changes will be determined on the basis of periodic inspections throughout the duration of the Work.
2. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

3.2 Inspections and Maintenance

A. Inspections:

1. The Contractor shall make periodic inspections of the traffic control devices installed as part of Work and shall maintain record of any maintenance required. These records will be maintained throughout the Work and be incorporated as part of the final records.
2. The Contractor shall make daily inspections of the traffic control devices installed.

B. Maintenance:

1. Contractor shall be required to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person. This information shall be provided to City, the KCMO Public Works Department, Street and Traffic Division, and MoDOT, in writing prior to the start of work.
2. Contractor may, at his option, establish a maintenance agreement with a qualified firm, approved by City, to supply, install and maintain the required traffic control devices throughout the duration of the Work.
3. Whenever the work area changes, all construction warning signs and traffic channelization devices shall be made current in both legend and function.
4. The roadway shall be kept clean and free of construction related debris at all times.

3.2 Payment

- A. No separate payment will be made for the Traffic Control Permits or the maintenance or control of traffic. Contractor shall include in his Total Bid Price all labor, materials, and equipment for the maintenance and control of traffic for his Work and permit costs.

END OF SECTION

SECTION 01900
PROJECT CLOSEOUT

PART 1 GENERAL

1.1 Section Description

- A. This section provides for the procedures and submittals required by CITY prior to acceptance of the Work.

1.2 Section Includes

- A. Final Acceptance
- B. Final Clean-Up
- C. Project Record Documents

1.3 Related Sections

- A. Section 01300 – Submittals

1.4 Final Acceptance

- A. General Procedure:
 - 1. After the completion of the Work, the Contractor shall notify CITY that the Work is ready for final inspection.
 - 2. A final inspection will be setup at a mutually agreed time between the Contractor and CITY.
 - 3. CITY will provide the Contractor with the results of the final inspection and will not provide acceptance until all work is done to the satisfaction of the CITY. Acceptance by CITY will not relieve the Contractor of his responsibility under other terms of the Contract Documents.

1.5 Final Clean-Up

- A. Contractor shall replace all surface material and restore paving, curbing, sidewalks, gutters, shrubbery, fences, sod, and other surfaces disturbed to a condition of equal or better than original condition.
- B. All excavated material shall be removed and disposed of properly.
- C. Contractor shall provide material for filling depressions caused by settlement.
- D. Contractor shall remove surplus pipe materials, tools, temporary structures, and rubbish. Restore construction site to its original condition or better.

1.6 Project Record Documents

- A. Contractor shall submit all Record Documents in accordance with Section 01015
–Specific Project Requirements

PART 2 PRODUCTS

- 1. NOT USED.

PART 3 EXECUTION

- 1. NOT USED.

END OF SECTION

SECTION 02200
EXCAVATION AND BACKFILL

PART 1 GENERAL

1.1 Section Description

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

1.2 Section Includes

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

1.3 Related Sections

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

1.4 References

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

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

1.5 Submittals

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

1.6 Quality Assurance

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

1.7 Delivery, Storage, and Handling

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

PART 2 PRODUCTS

2.1 Materials

A. Granular Fills:

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

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

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

C. Embedment:

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

D. Backfill:

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

- b. **Graded Gravel Backfill:** Gravel for compacted backfill shall be clean and conform to the following gradation. The gravel mixture shall contain no clay lumps or organic matter. The fraction passing the No. 4 sieve shall have a liquid limit not greater than 25 and a plasticity index not greater than 5.

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

E. Filter Fabric:

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

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

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

F. Groundwater Barrier Material:

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

G. Topsoil:

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

H. Fills and Embankment Material:

1. All material placed in fills and embankments shall be free from rocks or stones larger than 6 inches in their greatest dimension, brush, stumps, logs, roots, debris, and other organic or deleterious materials. No rocks or stones shall be placed in the upper 18 inches of any fill or embankment. Rocks or stones within the allowable size limit may be incorporated in the remainder of fills and embankments, provided they are distributed so that they do not interfere with proper compaction. Job excavated material meeting their requirements may be used.

PART 3 EXECUTION

3.1 General Guidelines

- A. Excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties, including easements are not permitted. Any person involved with open excavation on public properties shall provide effective protection to the public.
- B. Excavations in roadways shall be protected and secured in accordance with existing federal, state and local codes and standards, including, but not limited to, the most current edition of the Manual of Uniform Traffic Control Devices.
- C. Unsupervised excavations not within roadways shall be protected and secured. A protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.
- D. Any excavation that is not covered shall be fenced in so that it surrounds the entire excavation area and prevents entry. The fencing shall be a minimum of 42" in height. The fence shall be secured and upright at all times.
- E. Protective excavation coverings and fences shall be inspected by the Contractor at least daily to assure integrity. Protective excavation coverings and fences in heavy traffic areas shall be inspected more often as necessary.
- F. Permits shall be secured prior to any work on public properties. In all instances the Contractor agrees to perform all work in accordance with the permit and to indemnify and hold harmless the City from all liability, judgments, costs, expenses and claims growing out of damages or alleged damages, of any nature to any person or property arising out of performance or non-performance of said work or the existence of facilities and/or appurtenances thereof.

3.2 Surface Preparation

A. Clearing:

1. Tag or identify existing trees, shrubs, and landscape materials to be removed, and obtain WSD approval prior to removal.
2. Protect existing trees, plant life, and features that are to remain from damage by construction operations.
3. Open burning of brush or debris will not be permitted unless the Contractor obtains a permit for open burning of trade wastes from the KCMO Environmental Health Division, Air Quality Program Manager.
4. Dispose of all cleared and grubbed materials.

B. Cutting Portland Cement Concrete Curbs and Pavement:

1. Cuts in curbs and pavements shall provide the minimum working space for proper installation of pipe and appurtenances. Utilize a concrete saw to cut a clean groove to a minimum depth of 3 inches.
2. Curbs and concrete pavement excavated for pipelines shall be removed so that a shoulder not less than 12 inches in width at any point is left between the cut edge of the pavement and the top edge of the trench. Trench width at the bottom shall not be greater than at the top and no undercutting will be permitted.
3. Where the trench parallels the length of curbs or sidewalks, and the trench location is all or partially under the curb or walk, the entire structure shall be removed and replaced. Where the trench crosses surface construction (walks, curbs, etc.) the structures shall be removed and subsequently replaced between existing joints or between saw cuts. Pipeline crossings at existing concrete driveways shall not be open cut unless approved by WSD.

3.3 Trench Excavation

A. General:

1. Classification of excavated materials is not permitted. Excavation and trenching work shall include the removal and handling of all materials necessary to place the pipeline and appurtenances at the line and grade on the drawings, regardless of the type, character, composition, or condition of the material.
2. No more trenches shall be opened than is necessary to expedite the Work. Except where tunneling is required, all trench excavation shall be open cut from the surface.

B. Depth of Excavation:

1. Trenches shall be excavated to a depth sufficient to provide a minimum depth of 42" backfill cover over the top of the pipe as indicated below. Sixteen inch and larger diameter water lines shall be provided a minimum of 60" backfill cover. Greater pipe cover depths may be necessary on vertical curves or to provide necessary clearance beneath existing pipes, conduits, drains, drainage structures, or other obstructions.
2. Pipe cover depth shall be measured vertically from the outside top of pipe to finished ground or pavement surface elevation.

C. Trench Bottoms in Rock:

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

D. Blasting:

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

E. Limiting Trench Widths:

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

TRENCH WIDTHS
Ductile Iron Pipe

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

F. Dewatering:

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

G. Sheet piling and Shoring:

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

loads or horizontal thrusts on the pipe. Cross braces installed above the pipe to support sheeting may be removed after pipe embedment has been completed.

H. Subgrade Stabilization:

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

I. Mechanical Excavation:

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

J. Excavation Below Pipe:

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

K. Bell Holes:

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

L. Drainage Maintenance:

1. Trenches across areas adjacent to drainage ditches or watercourses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the area, to prevent impounding water after the pipe has been laid.

Bridges and other temporary structures required to maintain traffic across unfilled trenches shall be constructed and maintained by the Contractor. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. Remove material deposited in roadway ditches or other watercourses crossed by the line of trench after backfilling is completed. Restore the original section, grades, and contours of ditches or watercourses. Surface drainage shall not be obstructed longer than necessary.

M. Stream Crossings:

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

3.4 Fills and Embankment

A. General:

1. Embankments or fill materials shall be placed where indicated on the Drawings.
2. Fill and embankment materials shall be placed in horizontal layers a maximum of eight (8) inches in thickness before being compacted. Material deposited in piles or windrows by excavating and hauling equipment shall be spread and leveled before compaction.
3. Each layer of material shall have the best practicable moisture content for satisfactory compaction. The material in each layer shall be wetted or dried as required and thoroughly mixed to ensure uniform moisture content and adequate compaction. Each layer shall be thoroughly compacted to 95 percent of maximum density at optimum moisture content as determined by ASTM D698.
4. Wherever a pipeline is to pass through a fill or embankment, the fill or embankment material shall be placed and compacted to an elevation not less than thirty-six (36) inches above the top of pipe elevation, and a trench shall be excavated in the embankment to permit placement of the pipe.
5. Granular Fills shall be provided where indicated on the Drawings. Granular Fills shall be placed on suitably prepared subgrades and compacted by

vibration. Granular Fills shall be compacted to not less than 95 percent relative density as determined by ASTM D1557.

6. Where pipes are installed in embankments containing ground water, granular embedment material shall normally be omitted and the trench bottom shall be graded to provide uniform and continuous support for the pipe. The pipe shall be embedded in embankment material containing no rocks or stones. The embedment material shall be compacted as specified for the embankment.

3.5 Embedment and Backfill

A. Pipe Embedment:

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

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

3.6 Final Grading and Placement of Topsoil

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

3.7 Disposal of Excess Materials

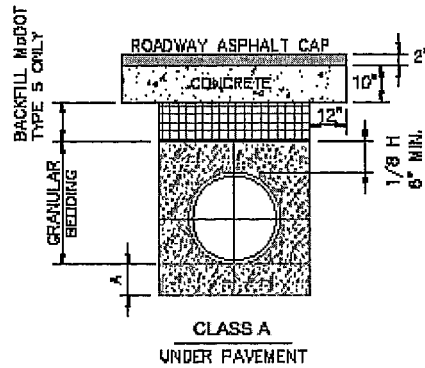
- A. Excess excavated materials that are not utilized in trench backfill shall be disposed of at an approved site or landfill.
- B. Excess earth from excavations may be distributed directly over the pipe trench and within the pipeline right-of-way to a maximum depth of 6 inches above the original ground surface elevation along the trench centerline and sloping each way. Wasted material shall be carefully finished with a drag, blade machine, or other

suitable tool to a smooth, uniform surface without obstructing drainage. Wasting of excess excavated material as described will not be permitted where the line of trench crosses or is within a railroad, public road, highway right-of-way or established lawn or other landscaped area. The disposal of waste and excess excavated materials, including hauling, handling, grading, and surfacing, shall be an obligation of the Contractor.

3.8 Maintenance

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

END OF SECTION

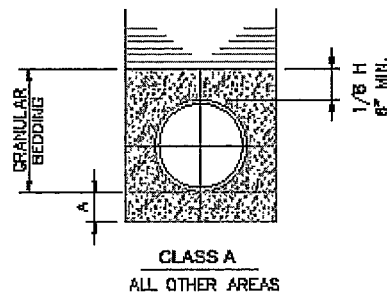


NOTES

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

LEGEND

	GRANULAR BEDDING
	BACKFILL
	MODOT TYPE 5 AGGREGATE FOR BASE



ABBREVIATIONS

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

EMBEDMENT AND BACKFILL FOR ALL PIPES

REQUIRES CLASS A EMBEDMENT

WATER SERVICES DEPARTMENT

CITY OF KANSAS CITY, MISSOURI

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

SECTION 02320

UTILITY CASINGS - WATER MAIN CONSTRUCTION

PART 1 GENERAL

1.1 Section Description

- A. This section provides for installation of casing pipe at locations shown on the Drawings to protect the water main from surface loadings.

1.2 Section Includes

- A. Steel Casing Pipe
- B. Reinforced Concrete Pipe (RCP) Casing Pipe
- C. FRP Casing Pipe
- D. Accessories
- E. PVC Casing Pipe near gas mains

1.3 Related Sections

- A. Section 01300 – Submittals
- B. Section 01600 – Materials and Equipment
- C. Section 02200 – Excavation and Trenching
- D. Section 02618 – Ductile Iron Pipe Water Main
- E. Section 02669 – Thrust Restraints

1.4 References

- A. API RP1102 - Recommended Practice for Liquid Petroleum Pipelines Crossing Railroads and Highways.
- B. API 1104 - Standard for Welding Pipelines and Related Facilities.
- C. ASTM A36 - Structural Steel.
- D. ASTM A570 - Hot-Rolled Carbon Steel Sheet and Strip, Structural Quality.
- E. ASTM C33 - Standard Specifications for Concrete Aggregates.
- F. ASTM C76 - Standard Specifications for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.

- G. ASTM C361 - Standard Specifications for Reinforced Concrete Low-Head Pressure Pipe.
- H. AWWA C200 - Steel Water Pipe 6 Inches and Larger.
- I. AWWA C206 - Field Welding of Steel Water Pipe.
- J. SSPC SP3 - Power Tool Cleaning.
- K. AWWA C900 and C-905 - Polyvinylchloride Pipe

1.5 Submittals

- A. Follow the procedures for submittals provided in Section 01300 - Submittals.
- B. Submit descriptive and engineering data for:
 - 1. Casing pipe material, coatings and linings.
 - 2. Pipe alignment skids.
 - 3. Guide spacer bands.
 - 4. Restrained casing spacers.
 - 5. End seals.

1.6 Delivery, Storage, and Handling

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

PART 2 PRODUCTS

2.1 Materials

- A. Steel Casing Pipe:
 - 1. New, smooth wall, welded steel pipe fabricated from ASTM A36 plate or ASTM A570 sheet with a minimum yield point of 248 MPa (36,000 psi), conforming to AWWA C200.
 - 1. Casing Thickness: Contractor shall provide casing pipe with a diameter and wall thickness as shown on the Contract Drawings but not less than the following minimum diameter and thickness per encased pipe diameter:

2. Minimum Casing Diameters

Encased Pipe Diameter (inches)	Minimum Casing Diameter (inches) ⁽¹⁾	Wall Thickness (inches)	
		Under Highways	Under Railroads
6	18	0.250	0.312
8	18	0.250	0.312
12	24	0.281	0.375
16	30	0.312	0.438
20	36	0.344	0.563
24	42	0.375	0.625
30	44	0.375	0.625

(1) Minimum casing inside diameter shall exceed outside diameter of carrier pipe joints or couplings by 4 inches.

3. Joints: All joints in steel pipe casings shall be field welded to conform to API 1104 or AWWA C206.
 - a. Clean to SSPC-SP3 and apply iron oxide field coating to all exterior joints after field welding.
 - b. Clean to SSPC-SP3 and apply iron oxide field coating to all interior joints on 24 inch diameter casings and larger after field welding.
4. Factory Coatings and Linings: Coat exterior and line interior of all casing pipe with iron oxide primer applied at 33 microns (1.5 mils) minimum thickness. Hold coatings and linings back from end joints to be welded at least 2 inches each side of joint.

B. Reinforced Concrete Pipe (RCP) Casing Pipe:

1. Pipe: ASTM C76 circular pipe of the strength class required by the drawings, or the highway, railroad, or utility having jurisdiction.
2. Joints: Steel end joints with a groove in the spigot end for an O-ring gasket.
3. Gasket: Synthetic Rubber, ASTM C361.

C. Fiberglass Reinforced Pipes:

1. Pipe to be manufactured by the centrifugal casting process to result in a dense, nonporous, corrosion-resistant, consistent composite structure conforming to ASTM D3262, ASTM D 4161, and ASTM D2412.
2. Joints: Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of

EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

3. The actual outside diameter and the minimum wall thickness of the pipes shall be in accordance with ASTM D3262. Pipe shall be supplied in nominal lengths of 20 feet. Minimum Pipe stiffness when tested in accordance with ASTM D2412 shall normally be 36 psi.

D. Accessories

1. Casing spacers: shall be used to install the carrier pipe inside the encasement pipe. Casing spacers shall fasten tightly onto the carrier pipe so that when the carrier pipe is being installed the spacers will not move along the pipeline. Casing spacers shall be doubled on each end of the encasement.

Each casing spacer shall be capable of providing support for the carrier pipe in service at a maximum spacing of 10'. Calculations shall be provided to the ENGINEER by the casing spacer manufacturer showing that the casing spacer will support the service load at the recommended spacing, including a factor of safety of two (2). Casing spacers used under this specification shall meet or exceed the specifications described herein as projection-type that has a minimum of projections around the circumference totaling the number of diameter inches.

Projection-type casing spacers panels, risers and fasteners shall be constructed of Stainless Steel type 304. Casing spacer skids shall be constructed of UHMV Polyethylene. Projection-type casing spacers shall be Power Seal Model 4810 or approved equal.

B. End Seals: Power Seal Model 4810ES or approved equal.

C. Sand: Clean, natural sand in accordance with ASTM C33.

E. PVC Casing Pipe near gas mains

1. When a water main will cross under or over, or is in close proximity to a gas main with an impressed current cathodic protection system the water main shall be placed inside a PVC casing pipe conforming to AWWA C-900 or AWWA C-905 for a distance of at least 10' each side of the gas main being crossed.

The water main shall also be protected by two layers of polyethylene encasement for a minimum distance of 25' each side of the gas main being crossed or for the full length of any water main paralleling within 10' of the gas main, or as indicated on the Drawings. Install in accordance with Construction Detail Drawing 02320-2.

2.2 Quality Assurance

- A. Contractor: Company specializing in the installation of the Products specified in this Section with minimum three years documented experience.

PART 3 EXECUTION

3.1 Installation

- A. All work shall meet the minimum requirements of API RP1102, and the highway, railroad, or utility having jurisdiction. Installation shall be subject to their inspection and approval.
- B. Install Casing Pipes:
 - 1. Boring: Continuous flight auger, pneumatic or hydraulic jacking, or method approved by WSD. Reinforce leading end of casing with jacking band.
 - 2. Install to line and grade indicated on the Drawings.
 - 3. Excavate working pits of adequate size to provide safe working conditions and in such a manner as not to disrupt traffic or damage the roadway grade or surface.
 - 4. Casings rejected due to misalignment or other failures shall be abandoned in place and filled with grout. Casing pipe shall not be recovered for reuse.

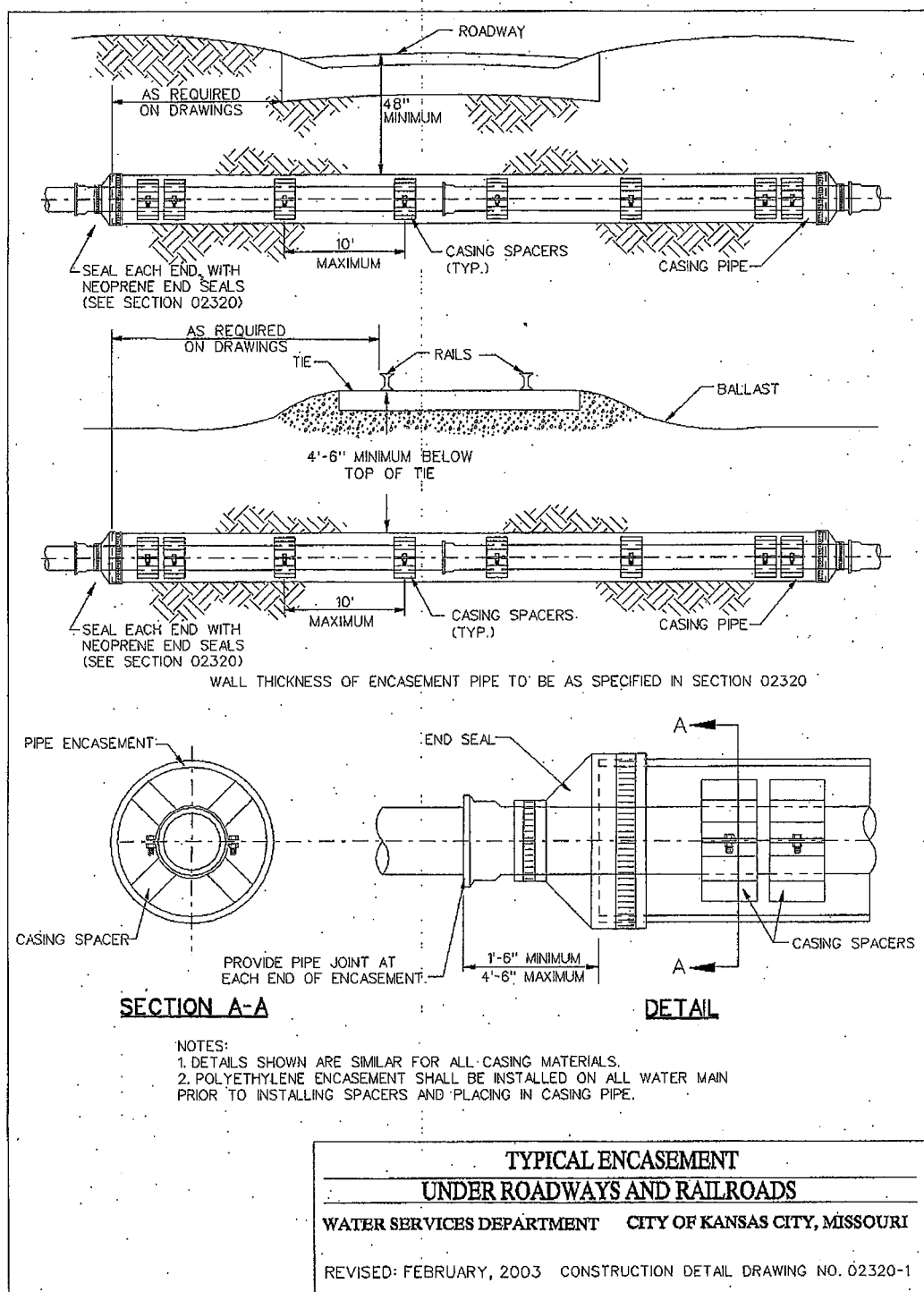
3.2 Casing Spacers

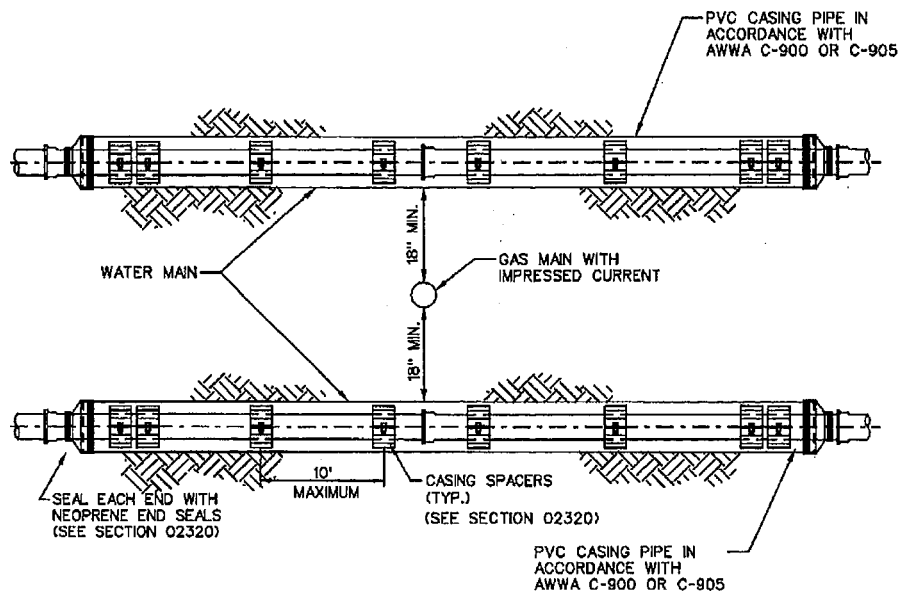
- A. Furnish casing spacers for pipe alignment guides as indicated on the Construction Detail Drawing No. 02320-1 for all carrier pipe to be installed in casing.
 - 1. Outside diameter of spacer to be sized slightly smaller than casing pipe inside diameter to limit carrier pipe movement.
 - 2. Install in accordance with spacer manufacturer's recommendations.

3.3 End Seals

- A. Install end seals as indicated on the Construction Detail Drawing No. 02320-1 and as follows:
 - 1. After inside of casing has been thoroughly cleaned.
 - 2. After carrier pipe has been permanently placed inside casing.

END OF SECTION





NOTES:

1. INSTALL DOUBLE THICKNESS OF POLYETHYLENE ENCASEMENT ON WATER MAIN MINIMUM 25' EACH SIDE.
2. INSTALL CASING PIPE LENGTH REQUIRED TO EXTEND 10' EACH SIDE OF GAS MAIN.
3. MINIMUM DIAMETER OF CASING PIPE AS SHOWN IN TABLE, SECTION 02320 PART 2.

GAS MAIN / WATER MAIN CROSSINGS

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: JULY, 2008 CONSTRUCTION DETAIL DRAWING NO. 02320-2

SECTION 02575
SURFACE RESTORATION

PART 1 GENERAL

1.1 Section Description

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

1.2 Section Includes

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

1.3 Related Sections

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

1.4 References

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

1.5 Submittals

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

1.6 Quality Assurance

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

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

1.7 Delivery, Storage, and Handling

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

PART 2 PRODUCTS

2.1 Materials

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

PART 3 EXECUTION

3.1 General Requirements

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

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

3.2 Examination

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

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

- A. Concrete features are to be removed to the nearest joint in the existing material, provided that it is at least one foot from the top of the trench after excavation.
- B. Reconstruct curbs to match adjoining materials and dimensions. Curbs and curb ramps shall meet KCMO Public Works Standards sections 2209 and 2301 and Drawing C, and shall comply fully with all requirements in this section and with the requirements of ADAAG Section 4.7. For restoration within MoDOT right-of-way, Contractor shall comply with MoDOT specifications and requirements.
- C. Reconstruct sidewalks and driveways to the current City standard or to match the existing materials and dimensions, whichever is the higher standard. Sidewalks and driveways shall meet KCMO Public Works Standards section 2301 and Drawings D1, D2, and D3, and shall comply fully with all requirements in this section and with the requirements of ADAAG Section 4.7. For restoration within MoDOT right-of-way, Contractor shall comply with MoDOT specifications and requirements.
- D. Stone curbs, brick pavers and similar materials shall be carefully removed by hand, preserved for reuse, and replaced to match the existing feature. A concrete cap extending one foot beyond the top of trench shall be placed over the trench beneath the pavers. This supporting trench cap shall be 10 inches thick in areas subject to vehicular traffic, and 6 inches thick in areas subjected to foot traffic only. A sand bed shall be provided where required to properly level and install pavers.

3.4 Asphaltic Concrete Surfaces

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

3.5 Gravel and other Surfaces

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

END OF SECTION

SECTION 02608
CONCRETE VAULTS

PART 1 GENERAL

1.1 Section Description

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

1.2 Section Includes

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

1.3 Related Sections

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

1.4 References

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

1.5 Submittals

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

1.6 Quality Assurance

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

1.7 Delivery, Storage and Handling

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

PART 2 PRODUCTS

2.1 Materials

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

1. Castings shall conform to the requirements of ASTM Designation A48, Class 35B.
 2. The word "WATER" shall be cast in the cover in 3" letters. The words Kansas City Missouri shall be cast in the cover in 1 ¼ " letters.
 3. UNPAVED/EASEMENTS/GREENWAY Locations: Covers shall have "WATER" in the center.
 - a. The frame and cover shall be Deeter Foundry, Inc. #1320A or approved equal.
 4. PAVED City/Public Street Right-of-way Locations: Castings installed in Paved areas will be adjustable/self leveling. Covers shall have "WATER" in the center.
 - a. 24" East Jordon Iron Works 3024 Self-Level Manhole Frame and Cover with 1040AGS "T" Gasket Cover or approved equal.
- OR
- b. 25" CertainTeed PAM VIATOP ductile iron casting reference #CDVT60QG or approved equal. ISO9000 certified foundry of all Ductile Iron components. Castings shall be third party certified 65-45-12 ductile iron and all related standards. Covers shall be hinged with drain and incorporate 90 degree blocking systems to prevent accidental closure. Casting shall have lifetime warranty for all components. Reference: AASHTO H20 and ISO 1083 or approved equal.

C. Vault Configuration

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

PART 3 EXECUTION

3.1 Examination

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

3.2 Preparation

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

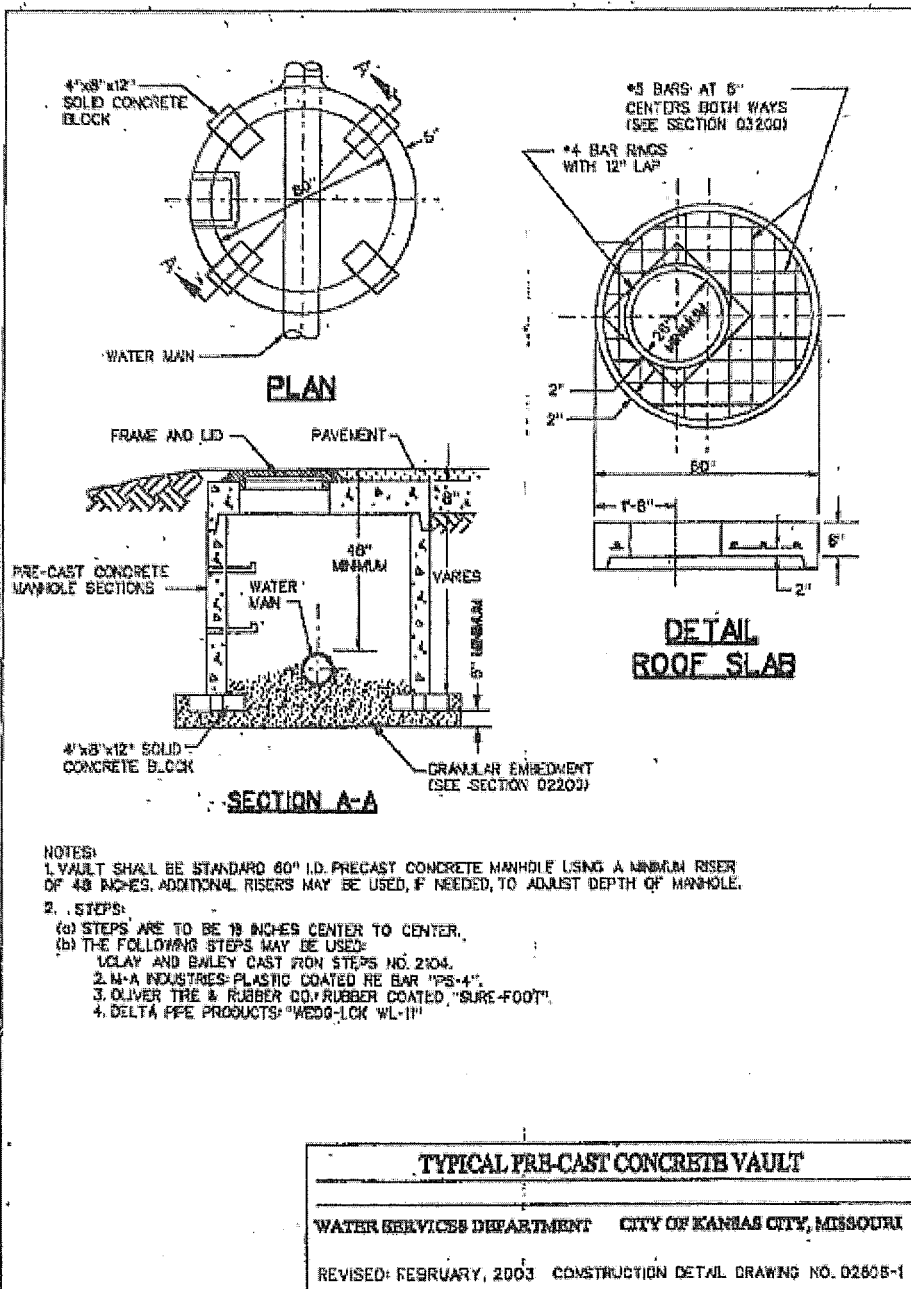
3.3 Placing Vault Sections

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

3.4 Corrosion Protection

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

END OF SECTION





SECTION 02618

DUCTILE IRON PIPE WATER MAIN

PART 1 GENERAL

1.1 Section Description

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

1.2 Section Includes

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

1.3 Related Sections

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

1.4 References

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

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

1.5 Submittals

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

1.6 Quality Assurance

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

1.7 Delivery, Storage, and Handling

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

PART 2 PRODUCTS

2.1 Water Main Pipe Materials

A. Pipe

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

B. Fittings

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

C. Appurtenances

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

- a. Material: All material in the body, lugs, outlet, flange, bridge plate, bolts, nuts and washers shall be ASTM A-276 Type 304 or Type 316 or ASTM A-564 Type 630 stainless steel.
 - b. Body: Shall be a minimum of 14 gauge stainless steel and shall fit cast iron pipe classes A, B, C, and D.
 - c. Outlet: Shall be a minimum of 14-gauge stainless steel. The branch outlet shall be supplied with a tap and plug to permit pressure testing the sleeve prior to tapping the main.
 - d. Flange: Shall conform to AWWA C207 Class D with drilling in accordance with ANSI B 16.1 class 125, and shall be indexed per MSS-SP 60 to accept tapping valve.
 - e. Welding: All welding on the coupling shall be done with stainless steel rods.
 - f. Gaskets: Sleeve gaskets shall be full circumferential a minimum of 1/4" thick gridded with tapered lap joint ends and stainless steel bridge plates molded flush into the gasket.
 - g. The Outlet: The outlet flange face shall be supplied with a bonded, full-face gasket. All gaskets shall be grade 30 specially compounded rubber, synthetic rubber, or 100 percent neoprene that shall have the necessary qualities to allow outside storage, permanence, and resistance to set after installation.
 - h. Bolts and Nuts: All bolts, nuts and washers shall be loose; lifter bar style bolt attachments shall not be permitted. All bolts and/or nuts shall be impregnated or coated to prevent seizure. Minimum diameter shall be 5/8".
 - i. Working Pressure: Sleeve shall be designed for a minimum working pressure of 175 psi.
 - j. General: Power Seal Model 3490-AS; JMC 432; Cascade CST-Ex stainless steel extra heavy duty; Ford Model FTSS; Romac STD Band SST-III; Smith Blair Type 665.
 - k. Power Seal Model 3490MJ or approved equal may also be used.
3. Tie Rods: ASTM A276, Type 304 or Type 316 Stainless Steel.
 4. Couplings: Dresser "Style 38" or Smith-Blair "441 or 411 Flexible Coupling"; without pipe stop. Bolted compression type couplings shall be manufactured of steel or ductile iron specifically for use with ductile iron pipe.

D. Shop Coating and Lining

1. All pipe and fittings shall be cement mortar lined in accordance with AWWA C104/ANSI A21.4. Pipe cement-mortar lining shall be without an asphaltic interior seal coating. All buried pipe and fittings shall be exterior coated with a black asphaltic coating minimum 1 mil in thickness per AWWA C151/ANSI A21.51. Any pipe or fittings above ground shall be prime coated with 6 mils DFT of Tnemec 140-1211 Epoxy Primer.
2. The exterior of ductile iron pipe shall be coated with a layer of arc-sprayed zinc per ISO 8179. The mass of the zinc applied shall be 200 g/m² of pipe

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

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

E. Bolts and Nuts

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

F. Marking:

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

2.2 Protective Coatings

A. Polyethylene Encasement:

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

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

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

Polyethylene Flat Tube Width (inches)

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

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

PART 3 EXECUTION

3.1 Handling

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

3.2 Inspection

- A. Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation. Spigot ends shall be examined with particular care since they are

vulnerable to damage from handling. All defective, damaged, or unsound pipe and fittings shall be rejected and marked as such and removed from the site of the work.

3.3 Preparation

A. Cutting Pipe:

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

B. Cleaning:

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

3.4 Installation

A. General

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

B. Mechanical Joints:

1. The gasket and gland shall, after proper joint cleaning, be in position on the spigot before shoving the pipe to its final position. Center the entering spigot so that the gland or follower ring is parallel to the face of the connecting bell. Joint shall be shoved "home" and the gland properly positioned with respect to the connecting bell with the connecting pipes in as nearly perfect alignment as practicable. The bolts shall be slightly and uniformly tightened. Deflection may be made after the bolts are tightened.
2. Coat the gasket with a lubricant (suitable for potable water) supplied by the pipe manufacturer and all surfaces of the bell, spigot, and gland that will come in contact with the gasket at any time during assembly.
3. Gasket shall be carefully pushed into position and evenly seated in the bell. The gland shall be shoved into place against the gasket, the bolts inserted, and the nuts tightened with the fingers until snug. Final tightening of the bolts shall be done with a ratchet torque wrench.
4. Partially tighten the bottom bolt, then the top bolts, alternately either side, and finally the remaining bolts, alternately tightening bolts 180 degrees apart. This cycle is then to be repeated until all bolts are tightened to the torque specified by the manufacturer:

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

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

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

C. Push-On Joints:

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

D. Flanged Joints:

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

2. Use full-face gaskets only.

E. Restrained Joints:

1. Restrained joints shall be installed in accordance with the pipe manufacturer's recommendations.
2. All joints within utility casings shall be restrained joints.

F. Encasement:

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

the polyethylene and temporarily folding the film back. After the appurtenance is installed, tape the slack securely to the appurtenance and repair the cut as well as any other damaged areas in the polyethylene with tape. The new appurtenance shall be wrapped.

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

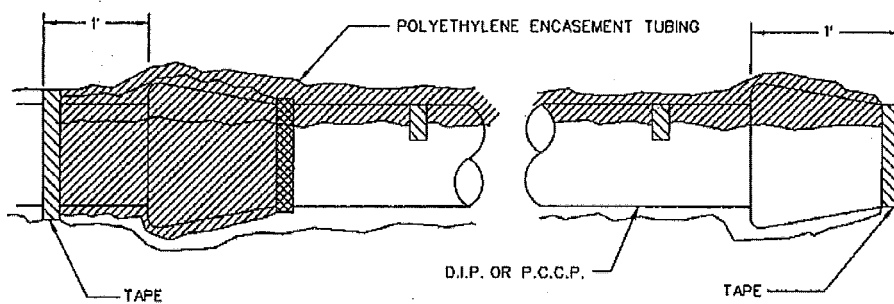
3.5 Water Main and Sewer Separation

- A. Refer to Section 01016

3.6 Appurtenances

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

END OF SECTION



METHOD A

NOTES

1. TAPE IN ACCORDANCE WITH AWWA C-105

POLYETHYLENE ENCASEMENT FOR BURIED PIPE

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: APRIL 2014

CONSTRUCTION DETAIL DRAWING NO. 02618-1



SECTION 02641

VALVES

PART 1 GENERAL

1.1 Section Description

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

1.2 Section Includes

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

1.3 Related Sections

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

1.4 References

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

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

1.5 Submittals

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

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

1.6 Quality Assurance

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

1.7 Delivery, Storage and Handling

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

PART 2 PRODUCTS

2.1 General

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

2.2 Gate Valves

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

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

2.3 **Butterfly Valves**

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

- D. Warranty: The Supplier shall furnish three copies of the warranty that applies to the valves and actuators they propose to furnish. The warranty period shall be for a minimum of three years after substantial completion of the contract under which the valve is installed or twenty years from the date of shipment, whichever comes first.
- E. Shop Drawings: The approved Supplier, ONLY, before manufacturing the valves and actuators, shall submit eight (3) sets of certified shop drawings, parts lists, exploded assembly drawings, and material specifications, for approval, to the WSD. In addition to the above, the supplier shall furnish certified copies of proof-of-design tests performed in accordance with Section 5.2.4 of AWWA C504.
- F. Design: All valve parts shall be designed for a minimum safety factor of 3, based on yield strength, or 5, based on tensile strength.
- G. Flow Coefficient "K": The flow coefficient in terms of velocity head (K), in the full open position, shall not be greater than the following:

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

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

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

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

- I. Fasteners: All bolts and nuts inside and outside the valve, except Mechanical Joint bolts and nuts, shall be ASTM A276 Type 304 or Type 316 stainless steel or ASTM A564 Grade 630 stainless steel.
- J. Valve Body: The valve body shall be ductile iron poured to full gray iron thickness.

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

- K. End Plate: No bolt or end thrust adjusting screw shall extend through the End Plate.
- L. End Connections: The dimensions and drillings of end flanges shall conform to ANSI B16.1 for 75 psi valves, ANSI B16.1 Table 5 for 150 psi valve and 250 psi valves, both with 150 psi drillings. If specified in the invitation to bid, 250 psi dimensions and drillings of end flanges shall conform to ANSI B16.1 Table 8, to include but not be limited to, flange outside diameter, flange thickness, bolt circle diameter, bolt diameter, and bolt quantity. The Mechanical Joint valves are to include the following accessories: gaskets, ductile iron gland rings, mechanical joint bolts, and nuts.
- M. Shafts: All valve shafts shall be in accordance with AWWA C504 Table 3 unless otherwise addended herein. All valve shafts, dowels, and taper pins shall be ASTM A276 Type 304 or Type 316 stainless steel or ASTM A564 Grade 630 condition H1100 stainless steel. The valve shaft shall have a means of clearly indicating the position of the disc on the actuator end of the shaft. This mark shall be machine grooved and shall be visible when the cover and lubrication are removed and shall be offset to the same side as the disc. The valve shaft shall be completely enclosed between the valve body and the actuator body.
- N. Valve Disc: The valve disc shall be ductile iron and shall seat perpendicular to the centerline axis of the valve body.
- O. Valve Seats: The resilient seat shall be EPDM synthetic rubber applied either to the valve disc or valve body. The resilient seat shall be mechanically secured to either the valve disc or valve body with ASTM A276 Type 304 or Type 316 stainless steel fasteners or non-bonding epoxy. Resilient seats shall be field adjustable and replaceable without special tools or instruction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The torque limiting device shall make over-torque, in either direction, impossible. The unit shall be preset and designed to release when the torque level exceeds 210 foot pounds on the operating nut, in either direction, OPENING or CLOSING the valve. The torque unit shall reset automatically when the torque level drops below 200 foot pounds on the operating nut in either direction.
2. The torque level of the unit shall be adjustable so it may be field set to release at a desired torque limit.
3. The device shall be model D86 Overtorque Protector, manufactured by Aunspach Controls Co, Inc. or approved equal.
4. The unit shall be less than 5-1/4 inches in diameter and made to mount on the valve inside of the 6-inch diameter stem riser tube of the valve box or in the valve box.
5. The unit shall be provided with a two-inch AWWA operating nut, securely attached to the device. The nut shall have an arrow on the base indicating the valve opens to the "RIGHT" (clockwise) and the word "OPEN". The unit

shall be provided with a two-inch square tapered AWWA socket securely attached to the device. The socket shall fit a 2-inch AWWA nut.

6. The unit shall be designed to withstand submersion in water to a pressure of 10 psi; to endure long periods (years) of active or inactive use buried underground and submerged in water. The unit shall be sealed to prevent water and direct from entering the mechanism. The unit shall be packed with a suitable grease.
7. All housing parts, including nut and socket, shall be coated inside and outside with catalyzed (2-part) epoxy. A top coat of catalyzed (2-part) polyurethane enamel shall be applied over the epoxy for additional hardness and extra corrosion protection.
8. Contractor shall mount the torque limiting device's integral socket on each butterfly valve's 2-inch AWWA operating nut inside of the stem riser tube before backfilling around the valve. No fasteners or screws shall be used.

2.4 Air Release Valves

A. Air Release Valves and Vaults:

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

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

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

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

1. For 2-inch air release valves:
 - a. Each assembly shall have a two-inch inlet connection.
 - b. Isolation valves shall be 2 inch bronze ball valves with screwed, non-rising stems, 175 psi working pressure..

- c. The 2-inch air release valve shall be an ARI Flow Control Accessories Combination Air Release Valve, Model D-040 or approved equal.
 - d. The 2-inch air release valves shall be installed in accordance with Drawing No. 02641-2.
 - e. Provide vault cover with a minimum four 1-inch dia. holes for air flow.
2. For 3-inch air release valves:
- a. The 3-inch air release valve shall be an ARI Flow Control Accessories Combination Air Release Valve, Model D-060-C HF or approved equal.
 - b. The 3-inch air release valves shall be installed in accordance with Drawing No. 02641-2B
 - c. Provide vault cover with a minimum nine 1-inch dia. holes for air flow.

2.5 Valve Boxes, Bases, Lids and Covers

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

2.6 Check Valves

- A. All check valves shall be Ken-Flex Resilient Hinge check valves as manufactured by Kennedy Valve Company or approved equal.
- B. Check valves shall be ductile iron body with reinforced Buna-N rubber flapper.
- C. Check Valves shall be rated for 250 psi working pressure, 500 psi hydrostatic test for structural soundness.
- D. Check Valves shall have ANSI 16.1 – Class 125 flanged end connections.

- E. The check valve body shall have full flow equal to nominal pipe diameter at all points in the valve. The valve body shall be of ductile iron construction to ASTM-A-536 – 65-45-12. Castings will be clean and sound without defects that will impair their service. No plugging or welding of such defects will be allowed. The seating surface will be at a 45 degree angle to minimize water hammer.
- F. Rubber Clapper & Hinge shall be constructed of ductile iron to ASTM-A 536-65-45-12. Both Clapper and hinge shall have permanently bonded Buna-N rubber with a metal reinforcement connecting the hinge to the clapper.
- G. The top cover plate will be of ductile iron to ASTM-A536-65-45-12 & must be of full size to allow removal of the disc without removing the valve from line. All exterior nuts and bolts shall be 304 or 316 stainless steel.
- H. All iron parts inside and out will be fusion bonded epoxy coated. All coatings must be NFS-61 approved for use in drinking water systems.
- I. Vault service check valves shall have an external mechanical position indicator.

PART 3 EXECUTION

3.1 Inspection

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

3.2 Setting Valves

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

3.3 Appurtenances

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

1. Certification: The manufacturer shall provide an affidavit in triplicate certifying that the valves and actuators comply with the provisions of these Specifications.

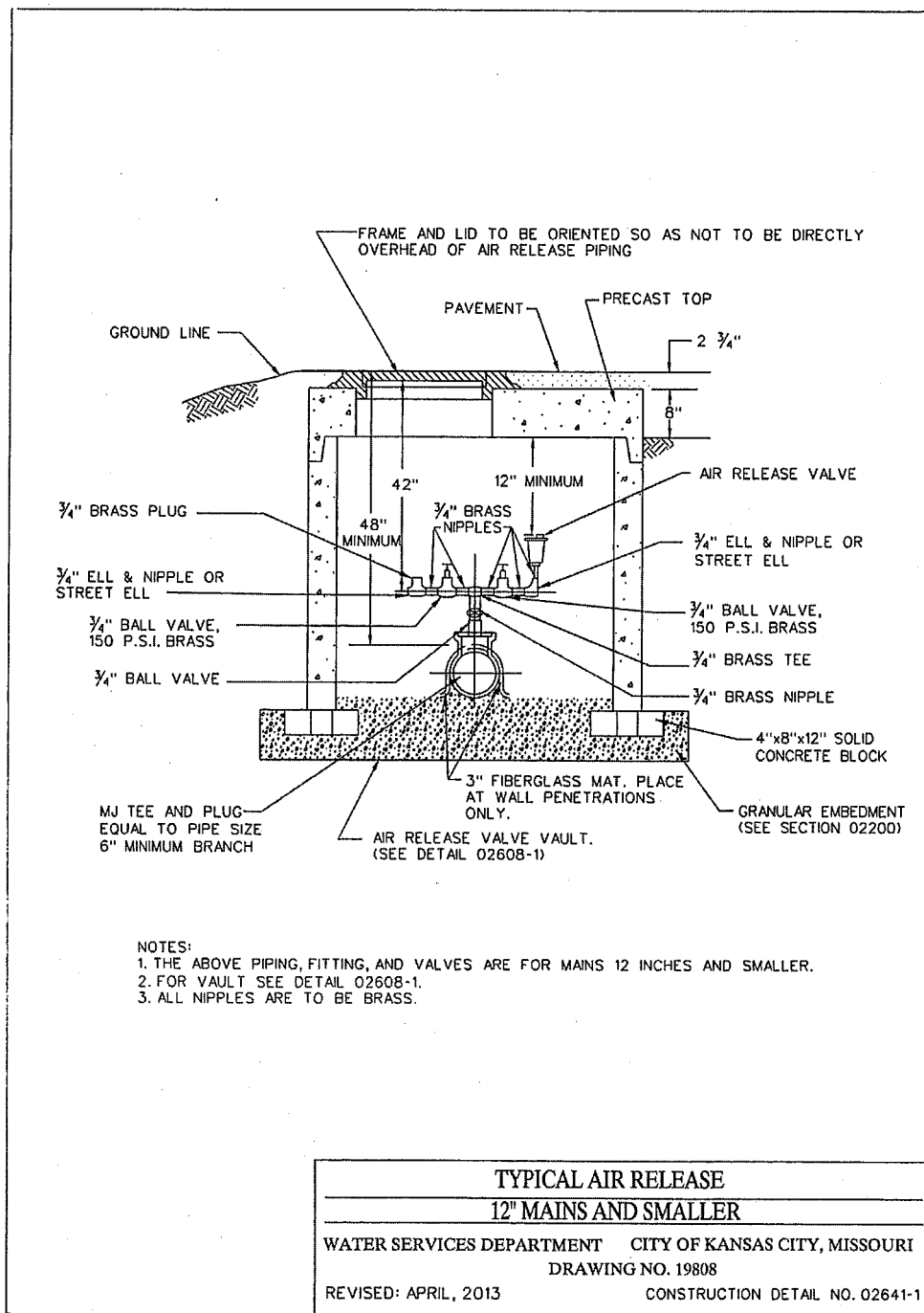
E. Leak Tests: (for Butterfly Valves)

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

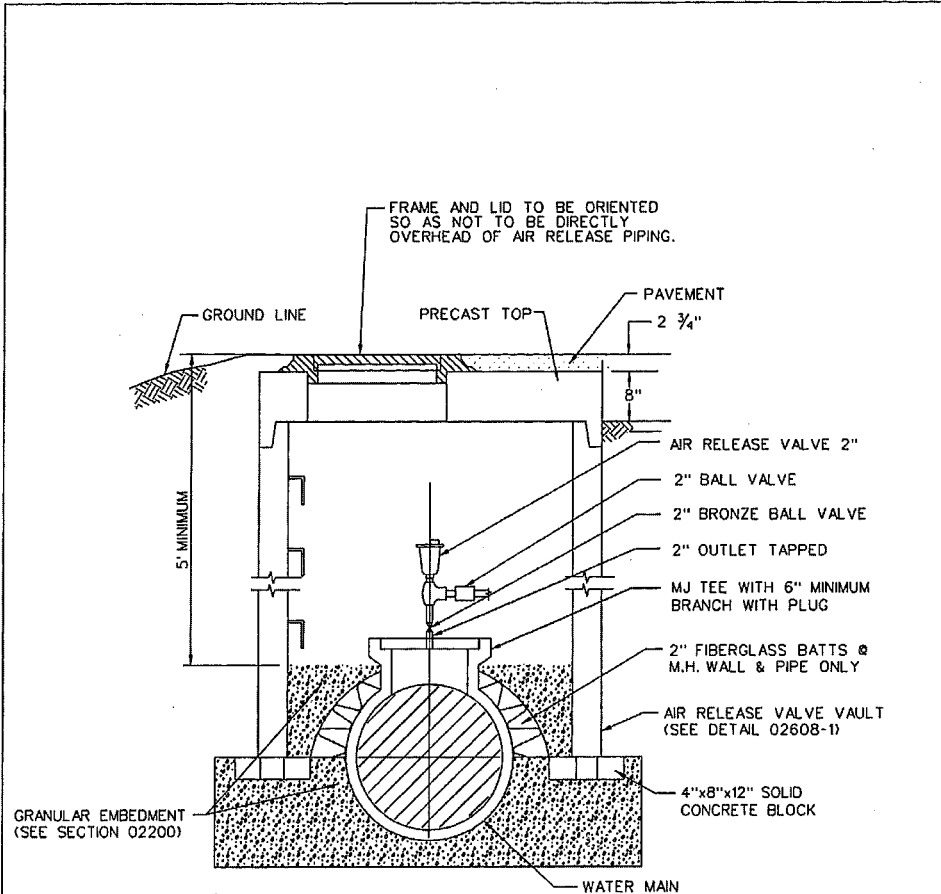
F. Performance Tests:

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

END OF SECTION



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NOTES:

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

TYPICAL AIR RELEASE 2" OR SMALLER

16" MAINS AND LARGER

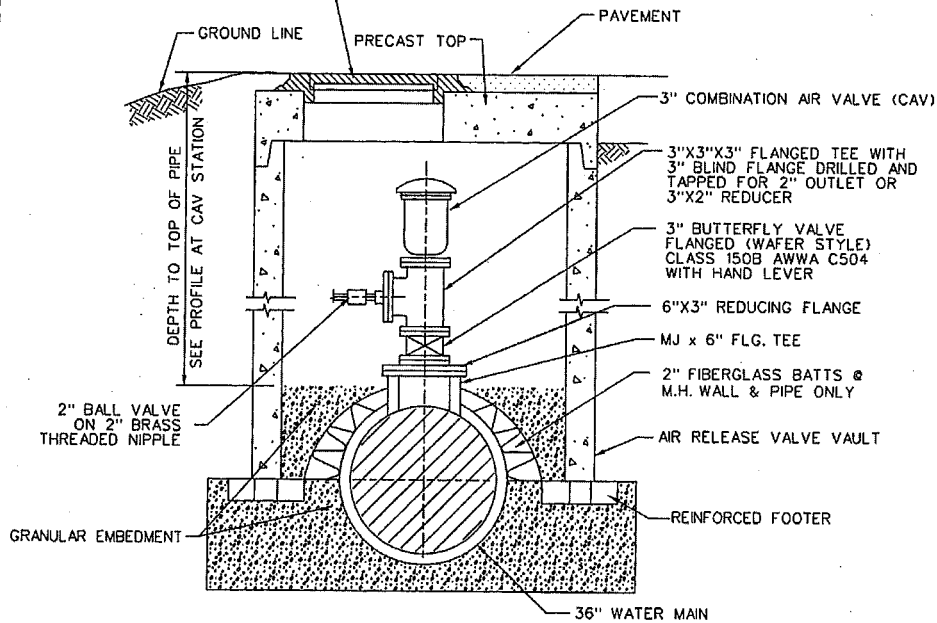
WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: APRIL, 2013

CONSTRUCTION DETAIL DRAWING NO. 02641-2

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



NOTES:

1. FOR VAULT DETAILS, SEE SECTION 02608, KCMO WSD STANDARDS AND SPECIFICATIONS AND ASTM C478, TOP, RISER, & FOOTERS, SHALL BE SUITABLE FOR TRAFFIC CONDITIONS AND DESIGNED TO MEET H-20 WHEEL LOAD REQUIREMENTS.
2. BRASS PIPING SHALL BE ASTM B43, EXTRA STRONG W/ ASME B16.1 CLASS 250 FITTINGS
3. CAV TO BE A.R.I. FLOW CONTROL CAV MODEL NO. D-060-C HF OR APPROVED EQUAL.
4. WHERE VAULT IS INSTALLED OUTSIDE OF PAVEMENT LIMITS, PROVIDE MINIMUM 12" OF SOIL ABOVE VAULT TOP FOR RESTORATION OF GRASS OR LANDSCAPE FEATURES AND GRADE TO MATCH ADJACENT EXISTING SURFACE.

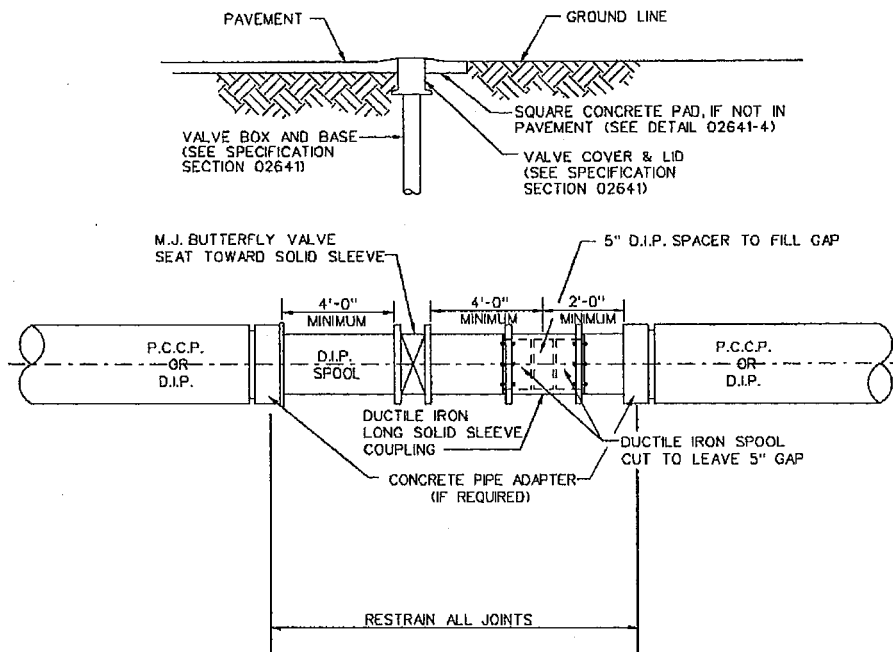
TYPICAL AIR RELEASE 3" OR LARGER
16" MAINS AND LARGER

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: APRIL 2013

CONSTRUCTION DETAIL DRAWING NO. 02641-2B

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NOTES:

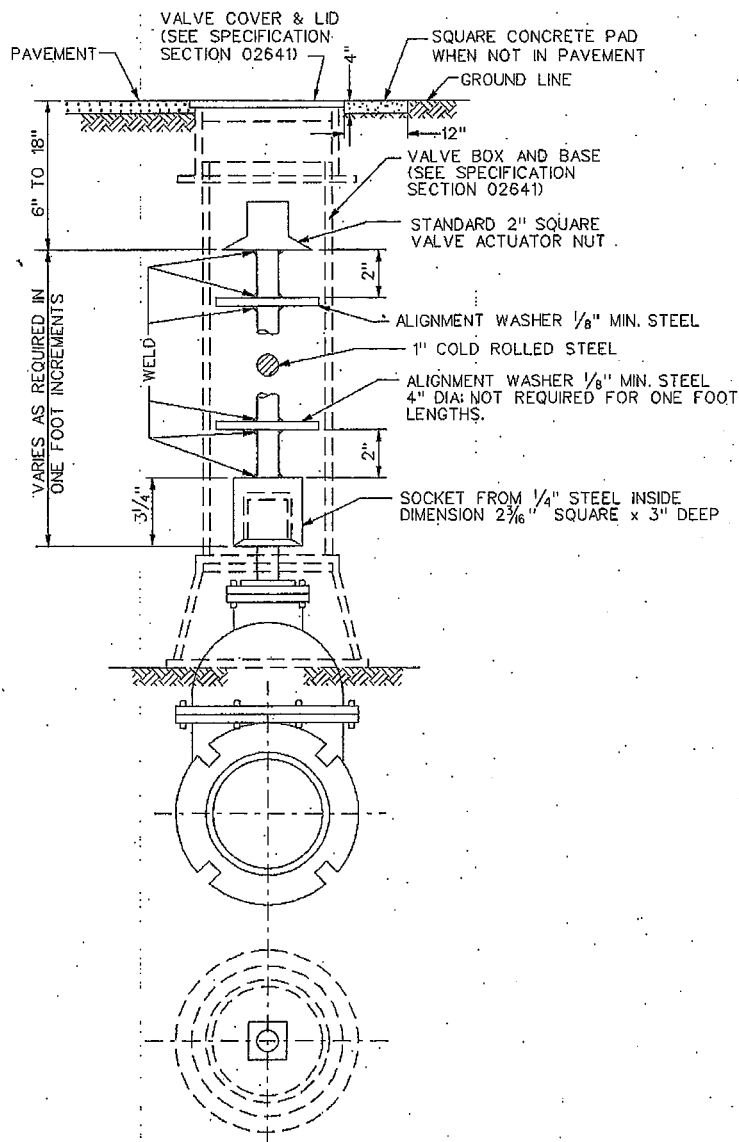
1. TORQUE LIMITERS TO BE PLACED ON ALL BUTTERFLY VALVES.
2. ALL PIPE AND BOLTS TO BE PAINTED WITH ONE COAT COAL TAR EPOXY AFTER ASSEMBLY.
3. RESTRAIN ALL JOINTS BETWEEN ADAPTERS.

TYPICAL BUTTERFLY VALVE INSTALLATION

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI
DRAWING NO. 19808

REVISED: MARCH, 2011

CONSTRUCTION DETAIL NO. 02641-3



ACTUATOR NUT EXTENSION

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

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



SECTION 02645

HYDRANTS, BLOWOFF AND FLUSHING ASSEMBLIES

PART 1 GENERAL

1.1 Section Description

- A. This section provides for the installation of hydrants, and blowoff and flushing assemblies.

1.2 Section Includes

- A. Hydrants
- B. Blowoff and Flushing Assemblies

1.3 Related Sections

- A. Section 01016 – Water Mains Near Sewers
- B. Section 01300 – Submittals
- C. Section 01600 – Material and Equipment
- D. Section 02575 – Surface Restoration
- E. Section 02200 – Excavation and Trenching
- F. Section 02618 – Ductile Iron Pipe Water Main
- G. Section 02641 – Valves
- H. Section 02669 – Thrust Restraints
- I. Section 03001 – Concrete

1.4 Submittals

- A. Follow the procedures for submittals provided in Section 01300 – Submittals.
- B. Product Data: Submit catalog cuts and dimension data.

1.5 Quality Assurance

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

1.6 Delivery, Storage, and Handling

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

PART 2 PRODUCTS

2.1 Hydrants

- A. **General.** Hydrants shall be current Kansas City, MO. pattern hydrants manufactured especially for CITY. All hydrants shall be designed and manufactured in strict compliance with AWWA C-502 entitled "A.W.W.A. Standard for Dry-Barrel Fire Hydrants" unless otherwise specified.

- B. **Approved hydrants.** Only the following hydrants are approved.

Clow Medallion
M&H Regent 129i
Mueller Super Centurion 200
AVK QPL245 Nostalgic Style Fire Hydrant – Model 2760

- 1. No changes or modifications to the approved hydrant shall be made without prior written notice and written approval.

- C. **Specifications.** Hydrant bury will be measured from the bottom of the hydrant base to the bury line (finished grade line) and shall be five foot (5') bury unless otherwise specified.

- 1. All hydrants shall be the traffic model type. Hydrants shall have one (1) pumper nozzle located in the horizontal plane. The upper barrel and lower barrel shall be sealed by an EPDM rubber gasket or O-ring.

- 2. Hydrant base shall be provided with a mechanical joint inlet to accommodate 6-inch diameter ductile iron pipe, in accordance with A.N.S.I. A21.11 (AWWA Standard C-111, Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings"). The hydrant shall be supplied with necessary accessories for the mechanical joint.

- 3. Main valve of the hydrant shall be 5-1/4 inch diameter compression type, which closes with water pressure.

- 4. The operating nut shall be a truncated pentagon, 1-1/2 inches on the bottom, 1-7/16 inches on the top, with a finished height of 1-1/8 inches (**see attachment A**). The bonnet shall be so constructed that the opening nut shall not travel during opening and closing the hydrant. The bonnet shall house a Viton gasket or O-ring seal between the opening nut and the bonnet to prevent moisture and foreign material from entering the lubricant reservoir.

The bonnet shall also house Viton gasket or O-ring seal between the bonnet and the upper stem to retain the lubricant in the reservoir.

5. The hydrant shall be supplied with a tamper resistant shield for the operating nut. The shield shall be in accordance with the attached drawing, **Attachment B.**
6. The hydrant shall open by turning the operating nut to the right (in a clockwise direction when viewing the hydrant from above).
7. The pumper nozzle threads shall be in accordance with the Federal Screw Thread Standard H28, Section 10, American National Hose Coupling and Fire Hose Coupling Threads. The pumper nozzle shall have right-hand threads and have a 4-inch nominal diameter with 4 (four) threads per inch. The nozzle threads shall be lightly greased from factory with a suitable food grade lubricant.
8. Nozzle cap shall be cast iron and shall be furnished with a synthetic rubber installed in a retaining groove in the inside of the cap. The dimensions and shape of the nozzle cap nut shall be the same as the operating nut as described in Section 4 above, except with a finished height of 1-inch.
9. The exterior of the hydrant above the bury line, nozzle caps, and the bonnet shall be powder coated with epoxy or Triglycidyl Isocyanurate (TGIC) polyester. If epoxy powder is used, it shall be top-coated with a UV resistant, high-gloss acrylic polyurethane paint. **The barrel section of the hydrant shall be gloss International Orange. The bonnet section and nozzle caps shall be gloss Black.** The exterior of the hydrant below the bury line shall be coated with an asphalt varnish with a film thickness of at least 10 mils.
10. All non-thread, non-machines interior surfaces of the hydrant base shall be coated with a wet-applied NSF 61 certified white potable epoxy (such as Tnemec 20-AA90) or powder coated with an NSF 61 certified white epoxy. The exterior of the hydrant base shall also be epoxy coated.
11. Hydrant extensions (spool pieces), if requested and approved by the Water Services Department, shall be a complete assembly allowing for the hydrant's height to be adjusted in six (6) inch increments. The assembly shall be furnished with instructions and all required accessories necessary to adjust the hydrant's height and maintain the hydrant's traffic feature. Hydrant extensions shall be International Orange in color and shall be coated in accordance with Section 9.
12. All external hardware shall be 304 or 316 stainless steel.
13. The lower hydrant stem from the break-away coupling to the main valve and any attaching hardware securing the main valve assembly to the lower stem shall be 304 or 316 stainless steel. Any cross pins securing any part of the main valve assembly or break away stem coupler shall be 420 stainless steel.

The lower stem nut may be integral to the lower valve plate or main valve assembly.

14. Main valve assemblies shall be of either three-piece (upper valve plate, main valve seat, lower valve plate) or one-piece EPDM encapsulated ductile iron design. The lower valve plate of three-piece design main valve assemblies shall be powder coated with an NSF 61 certified epoxy.
 15. The upper surface of the seat ring shall have raised lugs allowing for positive engagement of a hydrant disassembly tool. The raised lugs shall be of sufficient design to allow for the removal of the seat ring.
- D. **Shop Drawing.** Prior to manufacturing the hydrants, the manufacture shall submit three (3) sets of detailed shop drawings for written approval.
- E. **Packaging.** All hydrants shall be bundled in a group no larger than three (3) hydrants wide by three (3) hydrants high. All hydrants shall be shipped with the hydrant base inlet pointing down. All hydrants shall be separated wood framing adequate to prevent the hydrants from touching the ground or each other. Binding the hydrants together shall be a band or wrap adequate to per handling of the hydrant bundles with a crane truck or a forklift. All hydrants shall be delivered with the hydrant nozzle cap installed.

2.2 Blowoff and Flushing Assemblies

- A. Mechanical joint plug: Drilled and tapped for 2-inch standard pipe threads.
- B. Elbows and outlet pipe: standard weight galvanized pipe and fittings.
- C. All discharge piping shall have a 2" PVC cap on top.
- D. Blowoff Assembly:

PART 3 EXECUTION

3.1 Preparation

- A. The areas around each hydrant valve shall be thoroughly compacted to prevent settlement of these areas.
- B. The weep holes of the hydrant shall be kept clear and free to drain with 1-½ C.Y. of coarse stone (¾" clean minimum).

3.2 Installation

- A. Hydrant shall stand plumb and when placed behind curbs, the centerline of the hydrant shall be at least twenty-four (24) inches from the back of the curb or 4' from the edge of pavement when there is no curb. Hydrant shall not be set in a drainage ditch.

- B. Hydrant shall be rotated so as to have the nozzle facing the street or rotated to face any direction as required by the CITY.
- C. Hydrants are to be installed with mechanical joint anchoring fittings or approved restraint devices. Refer to Section 02669.
- D. Hydrants are to be installed in accordance with Details 02645-1, 02645-2, and 02645-3.
- E. After installation and before hydrants are placed in service, Contractor shall field apply two separate coats of all surface spray enamel paint, in accordance with paint manufacturers recommendations, to completely cover each hydrant dome in accordance with the following:

Hydrants connected to 12" or larger mains
Krylon 5816 Green (or approved equal)

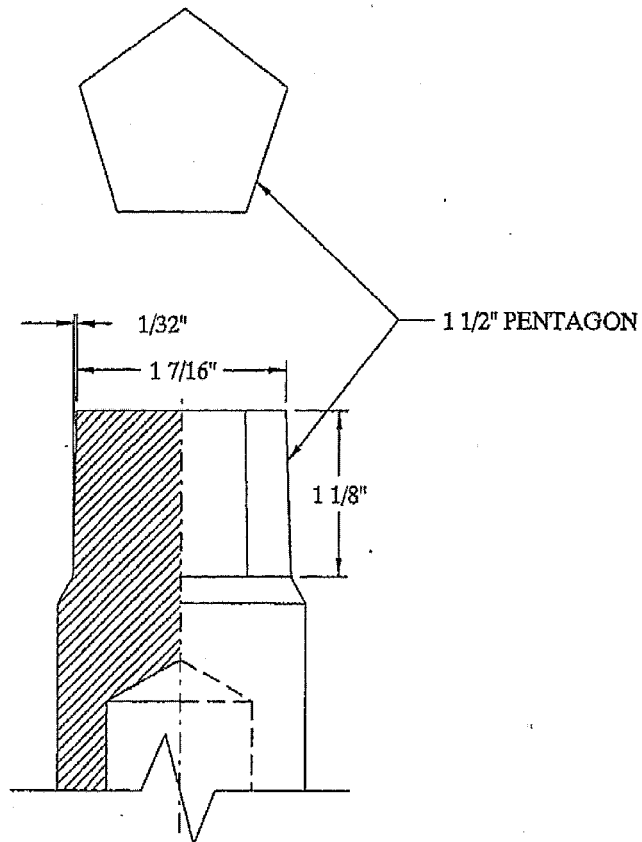
Hydrants connected to mains smaller than 6"
Krylon 5814 Red (or approved equal)

Hydrants connected to 6" or larger mains, but smaller than 12" mains.
Krylon 5812 Black (or approved equal)

This color-coding is intended to provide firefighters and other emergency workers a permanent, quick visual reference to indicate the size of water main connected to each hydrant.

- F. Blow off and flushing assemblies are to be installed in accordance with Details 02645-4, 02645-5, and 02645-6.

END OF SECTION



SCALE 1"=1"

NO.	DATE	BY	NATURE
REVISIONS			

OPERATING NUT (STEM NUT) ATTACHMENT A

WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI

ENGINEERING DIVISION

DRAWING NO. **18015**

DESIGNED BY: B. SCHROEDER APPROVED BY: E. RYSER

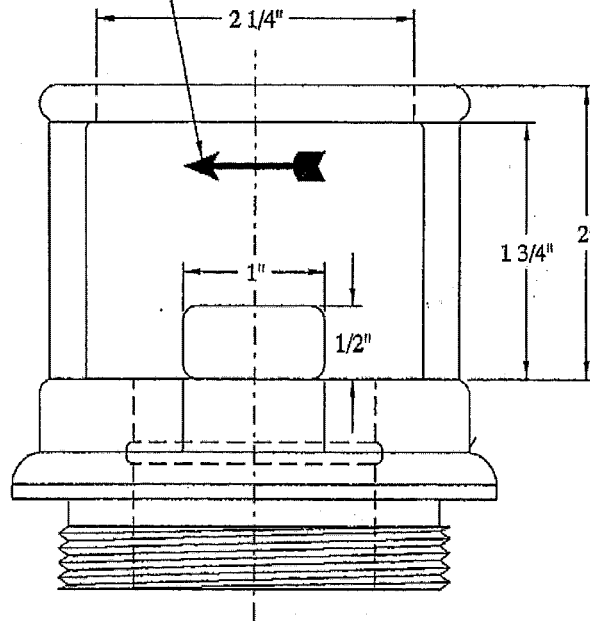
DETAILED BY: M. DeMAY DATE: 25-MAR-1997

1 OF
2

RAISED DIRECTION ARROW
(OPEN-CLOCKWISE)

NOTE:

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



TOLERANCES:
CAST CORNERS
ROUNDS +/- 1/16"
FILLETS +/- 1/16"

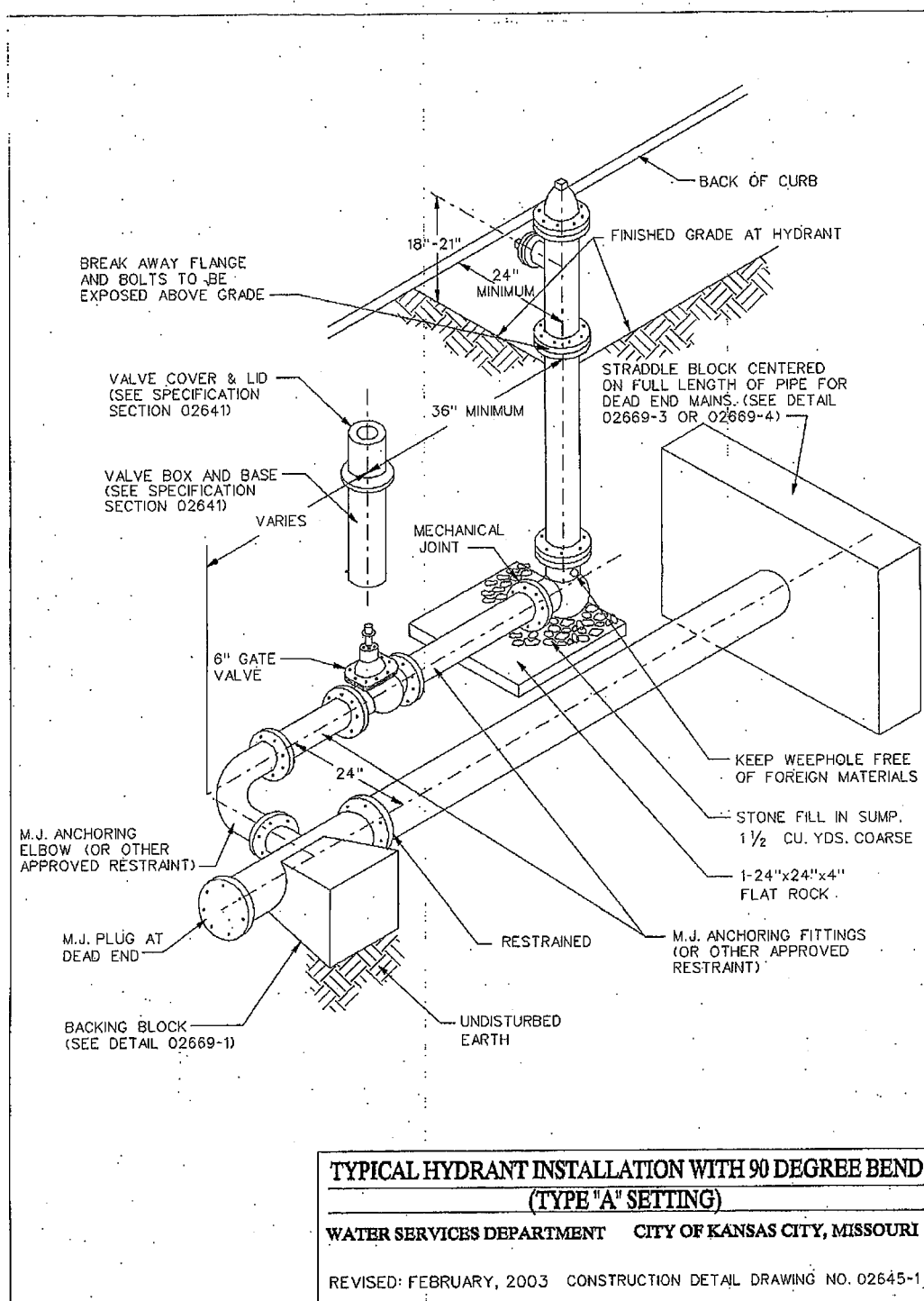
BREAK CORNERS
APPROX. .005" R (TYP.)

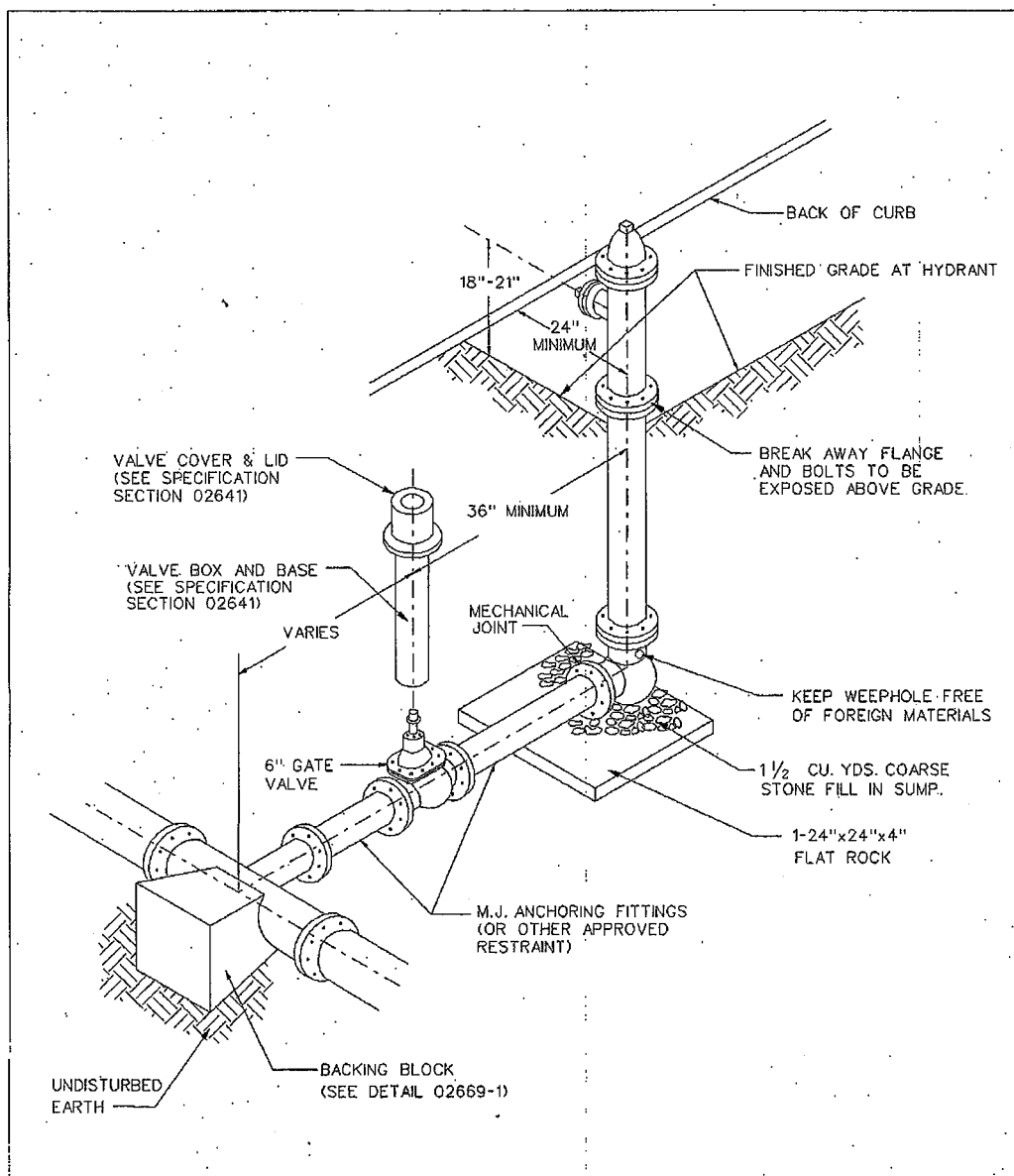
MATERIAL:
DUCTILE IRON A.S.T.M.
536 GRADE 60-40-18
OR A.S.T.M. A-445

SCALE 1"=1"

				SECURITY STYLE HOLD DOWN NUT	
				ATTACHMENT B	
				WATER SERVICES DEPARTMENT	
				CITY OF KANSAS CITY, MISSOURI	
				ENGINEERING DIVISION	
				DRAWING NO. 18015	
NO.	DATE	BY	NATURE	DESIGNED BY: B. SCHROEDER	APPROVED BY: E. RYSER
REVISIONS				DETAILED BY: M. DeMAY	DATE: 25-MAR-1997

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OF
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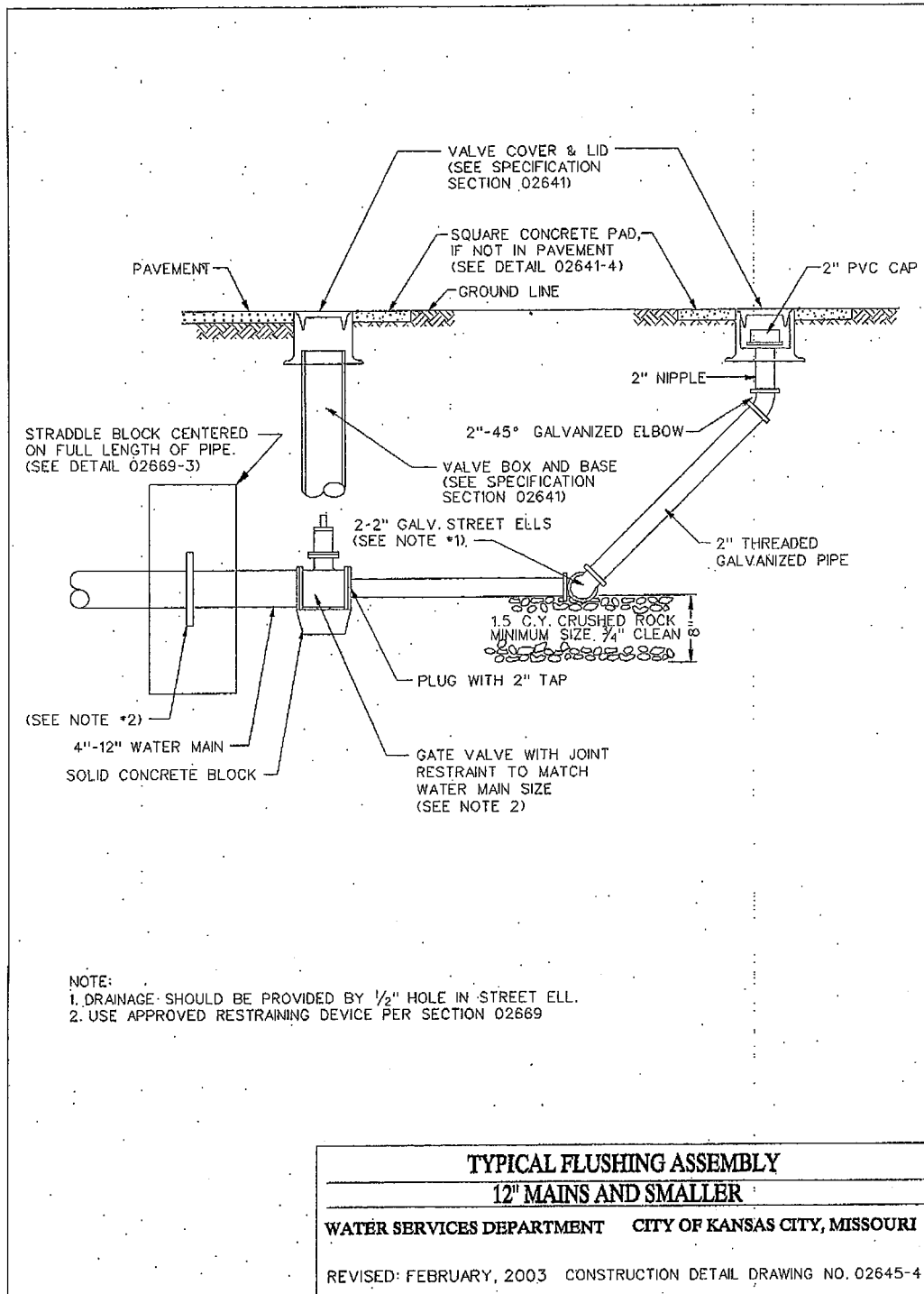


NOTE:
1. VALVE BOX AND BASE CAN BE ONE PIECE, OR TWO PIECES AS SPECIFIED IN SECTION 02641.

STRAIGHT SET HYDRANT INSTALLATION (TYPE "B" SETTING)

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: FEBRUARY, 2003 CONSTRUCTION DETAIL DRAWING NO. 02645-2



SECTION 02669
THRUST RESTRAINTS

PART 1 GENERAL

1.1 Section Description

- A. This section provides for the required restraining devices to limit movement of pipe and fittings.

1.2 Section Includes

- A. Restrained Joints
- B. Concrete Blocking

1.3 Related Sections

- A. Section 01300 – Submittals
- B. Section 01600 – Material and Equipment
- C. Section 02200 – Excavation and Trenching
- D. Section 02618 – Ductile Iron Pipe Water Main
- E. Section 02645 – Hydrants and Blowoff and Flushing Assemblies
- F. Section 03001 – Concrete
- G. Section 03200 – Concrete Reinforcement

1.4 Submittals

- A. Follow the procedures for submittals provided in Section 01300 - Submittals.
- B. Submit shop drawings and descriptive details showing the size, length, and location of each fitting and adjacent pipe, and the details of all anchorage and harnessing proposed.

1.5 Quality Assurance

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

1.6 Delivery, Storage and Handling

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

PART 2 PRODUCTS

2.2 Restrained Joints

- A. Restrained Push-on joints for ductile iron pipe and fittings: American "Flex-Ring", "Fast-Grip", Clow "Super-Lock"; U.S. Pipe "TR Flex" or "Field Lok", or Griffin "Snap-Lok".
- B. Restrained Mechanical Joints: EBAA Iron "Mega-Lug" or Ford uni-flange. "Mega-Lug" shall not be used on plain end fittings.
- C. Restrained joint fittings: One Bolt
- D. Restrained joints for PCCP shall be as specified in Section 02619.

2.2 Concrete Blocking

- A. Concrete shall be as per Section 03001.

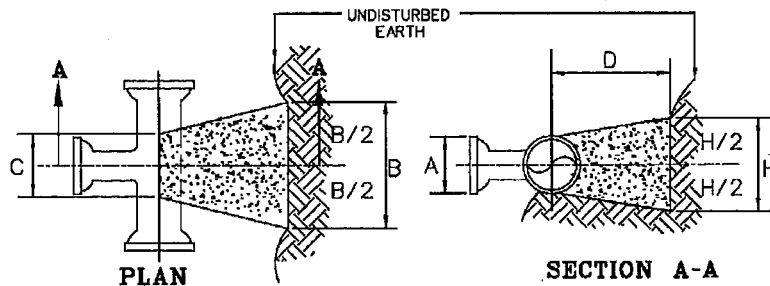
PART 3 EXECUTION

3.3 Reaction Anchorage and Blocking

- A. Piping and fittings with push-on or mechanical joints, or similar joints subject to internal pressure shall be blocked, anchored, or harnessed to preclude separation of joints. All push-on and mechanical joint bends deflecting 11-1/4 degrees or more shall be provided with suitable blocking, anchors, joint harness, or other acceptable means for preventing movement of the pipe caused by internal pressure.
- B. Concrete blocking shall extend from the fitting to solid undisturbed earth and shall be installed so that all joints and bolts are accessible for repair.
- C. The dimensions of concrete blocking shall be as indicated on Construction Detail Drawings numbered 02669-1, 02669-2, 02669-3, 02669-4 and 02669-5. If support against undisturbed earth cannot be obtained, restrain joints as specified in 3.2, Restrained Length (length shall be approved by CITY).
- D. A maximum of eight (8) inches of backfill material may be placed over concrete arch encasement or concrete blocking after the initial set, to aid in curing. No additional backfill shall be placed over arch encasement or blocking until the concrete has been in place for at least one (1) day.

- E. Reaction blocking, anchorages, or other supports for fittings installed in fills or other unstable ground, above grade, or exposed within structures, shall be provided as required by the Construction Detail Drawings and as directed by the CITY.
- F. All clamps, rods, bolts, and other metal accessories used in reaction anchorages, or joint harness subject to submergence or contact with earth or other fill material and not encased in concrete shall be protected from corrosion by two coats of approved coal tar applied in the field to clean, dry metal surfaces. The first coat shall be dry and hard before the second coat is applied. Metal surfaces exposed above grade or within structures shall be painted with one prime coat and two finish coats of a paint acceptable to the CITY.

END OF SECTION



NOTES:

1. BACKING BLOCKS FOR PIPING SIZES UP THROUGH 12-INCH ARE BASED ON WORKING PRESSURE OF 175 P.S.I. PLUS 50% SURGE.
2. BACKING BLOCKS FOR PIPING SIZES 16-INCH THROUGH 24-INCH ARE BASED ON A WORKING PRESSURE OF 150 P.S.I. PLUS 50% SURGE.
3. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR THE DESIGN OF THRUST BLOCKS. THE BLOCK SIZES SPECIFIED HEREIN ARE MINIMUM SIZES, BASED ON SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.
4. SEE SECTION 03001 FOR CONCRETE SPECIFICATIONS.
5. CONSTRUCT FORMS IN ACCORDANCE WITH SECTION 03100.

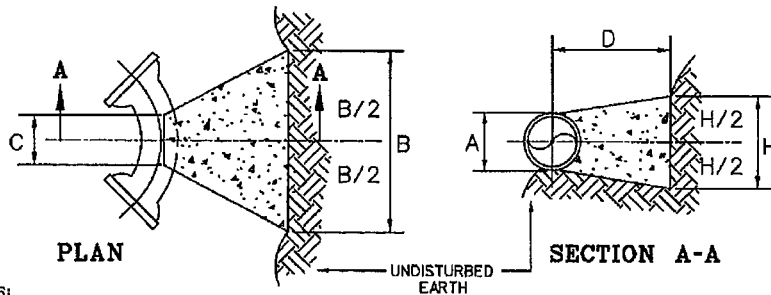
BRANCH OR PLUG SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ.FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	46	6	20	24	7.4	0.24
8"	60	8	26	32	13.2	0.55
12"	114	12	51	38	29.7	2.45
16"	126	16	55	52	45.2	4.00
20"	140	20	60	72	70.7	6.74
24"	184	24	80	80	101.8	13.00
30"	230	30	100	100	159.0	25.61

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

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: July, 2006

CONSTRUCTION DETAIL DRAWING NO. 02669-1



NOTES:

1. BACKING BLOCKS FOR PIPING SIZES UP THROUGH 12-INCH ARE BASED ON WORKING PRESSURE OF 175 P.S.I. PLUS 50% SURGE.
2. BACKING BLOCKS FOR PIPING SIZES 16-INCH THROUGH 24-INCH ARE BASED ON A WORKING PRESSURE OF 150 P.S.I. PLUS 50% SURGE.
3. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR THE DESIGN OF THRUST BLOCKS. THE BLOCK SIZES SPECIFIED HEREIN ARE MINIMUM SIZES, BASED ON SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.
4. SEE SECTION 03001 FOR CONCRETE SPECIFICATIONS.
5. CONSTRUCT FORMS IN ACCORDANCE WITH SECTION 03100.

11 1/4 DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	18	6	12	12	1.5	0.03
8"	28	8	12	14	2.6	0.06
12"	38	12	13	22	5.8	0.14
16"	50	16	17	26	8.9	0.28
20"	64	20	22	32	13.9	0.58
24"	76	24	26	38	20.0	0.97
30"	95	30	33	48	31.2	1.90

22 1/2 DEGREE BENDS						
PIPE SIZE A	B (in.)	C (in.)	D (in.)	H (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
6"	28	6	12	16	2.9	0.06
8"	34	8	13	22	5.1	0.11
12"	56	12	22	30	11.6	0.43
16"	72	16	28	36	17.7	0.85
20"	86	20	33	46	27.6	1.54
24"	106	24	41	54	39.7	2.77
30"	136	30	53	66	62.1	5.60

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

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

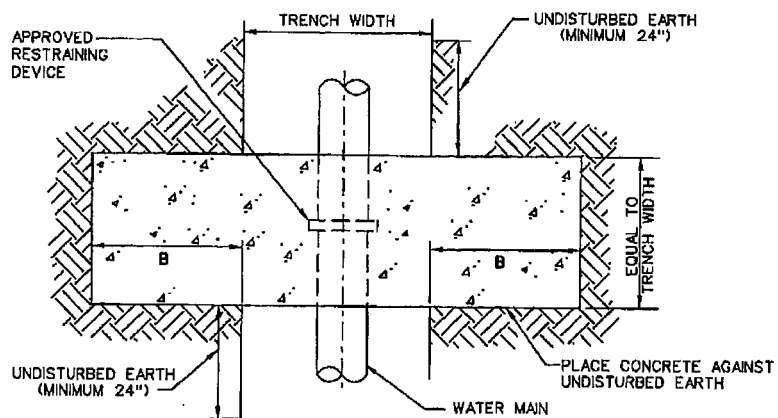
TYPICAL BACKING BLOCKS FOR HORIZONTAL BENDS

2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

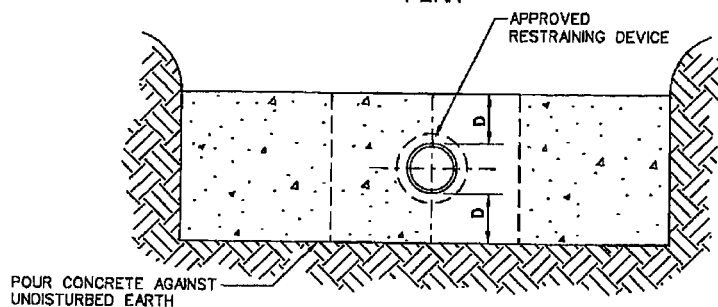
WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: JULY, 2006

CONSTRUCTION DETAIL DRAWING NO. 02669-2



PLAN



ELEVATION

NOTES:

1. STRADDLE BLOCKS ARE SIZED FOR 175 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.
3. SEE SECTION 03001 FOR CONCRETE SPECIFICATIONS.
4. CONSTRUCT FORMS IN ACCORDANCE WITH SECTION 03100.

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

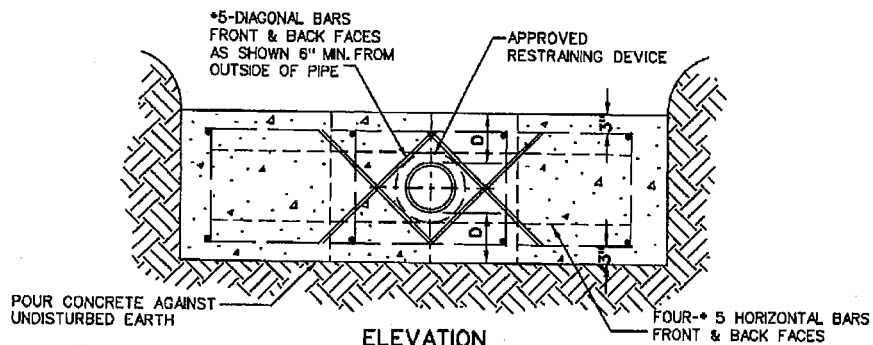
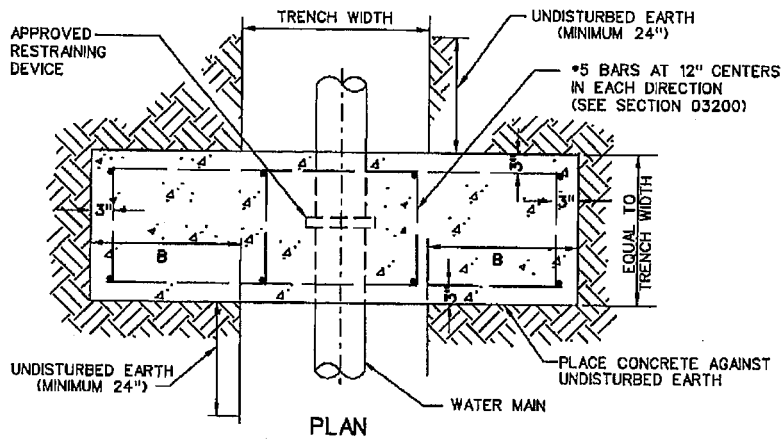
TYPICAL STRADDLE BLOCK FOR 6 AND 8 INCH PIPE

2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: JULY, 2006

CONSTRUCTION DETAIL DRAWING NO. 02669-3



NOTES:

1. STRADDLE BLOCKS 12" ARE SIZED FOR 175 P.S.I., AND 16" & LARGER ARE SIZED FOR 150 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.
3. SEE SECTION 03001 FOR CONCRETE SPECIFICATIONS.
4. CONSTRUCT FORMS IN ACCORDANCE WITH SECTION 03100.

PIPE SIZE	TRENCH WIDTH (in.)	B (in.)	D (in.)	REQUIRED BEARING AREA (SQ. FT.)	ESTIMATED CONCRETE REQ. CYD.
12"	34	51	15	29.7	4.1
16"	40	48	26	45.2	7.8

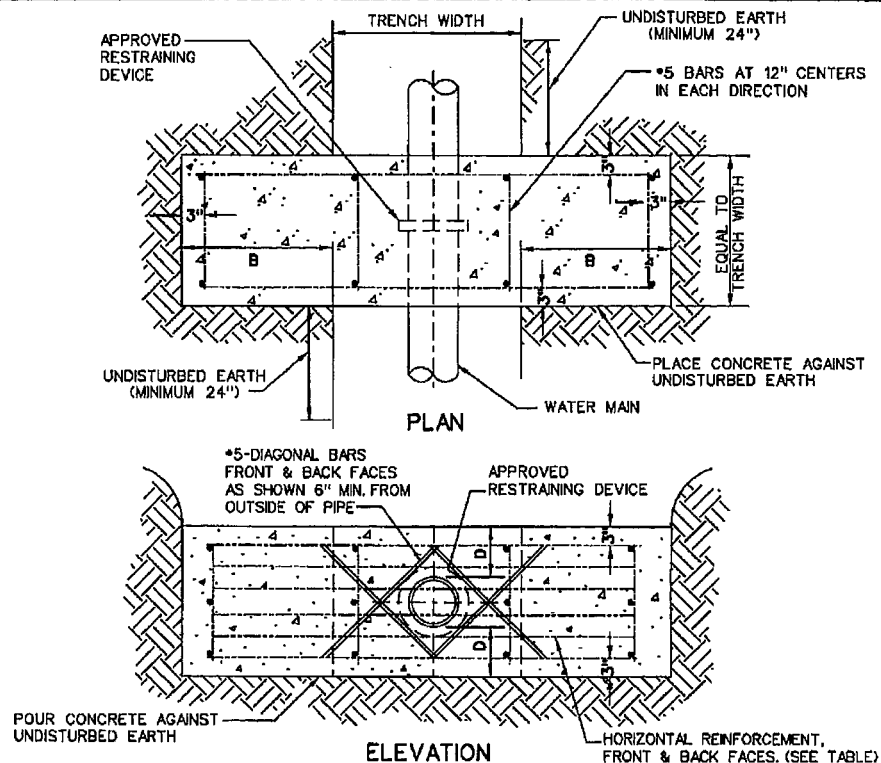
TYPICAL STRADDLE BLOCK FOR 12 & 16 INCH PIPE

2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: JULY, 2006

CONSTRUCTION DETAIL DRAWING NO. 02669-4



NOTES:

1. STRADDLE BLOCKS ARE SIZED FOR 150 P.S.I. LINE PRESSURE 50% SURGE.
2. THE PROJECT DESIGN PROFESSIONAL IS RESPONSIBLE FOR DESIGN OF STRADDLE BLOCKS. THE SIZES SPECIFIED HEREIN ARE MINIMUM SIZES BASED ON SOIL RESISTANCE OF **2,000 POUNDS PER SQUARE FOOT**. WHERE SOFTER SOILS MAY BE ENCOUNTERED, THE PROJECT DESIGN PROFESSIONAL MUST PROVIDE A DESIGN FOR REVIEW BY THE DEPARTMENT.
3. SEE SECTION 03001 FOR CONCRETE SPECIFICATIONS.
4. CONSTRUCT FORMS IN ACCORDANCE WITH SECTION 03100.

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

TYPICAL STRADDLE BLOCK FOR 20, 24, & 30 INCH PIPE

2,000 POUNDS PER SQUARE FOOT SOIL RESISTANCE

WATER SERVICES DEPARTMENT CITY OF KANSAS CITY, MISSOURI

REVISED: JULY, 2006

CONSTRUCTION DETAIL DRAWING NO. 02669-5

SECTION 02675

WATER MAIN TESTING, DISINFECTION AND DECHLORINATION

PART 1 GENERAL

1.1 Section Description

- A. This section provides for the required procedure for the water main testing, disinfection, and dechlorination prior to placing water mains in service.

1.2 Section Includes

- A. Corporation Cocks
- B. Hydrostatic Testing
- C. Disinfection of Water Mains

1.3 Related Sections

- A. Section 01000 – General Requirements
- B. Section 01300 – Submittals
- C. Section 01600 – Material and Equipment
- D. Section 02618 – Ductile Iron Pipe
- E. Section 02641 – Valves
- F. Section 02645 – Hydrants, Blowoff and Flushing Assemblies

1.4 References

- A. AWWA C651 - Standards for Disinfecting Water Mains.

1.5 Submittals

- A. Follow the procedures for submittals provided in Section 01300 – Submittals.
- B. Certificate: The Contractor shall certify in writing that cleanliness of water distribution system meets or exceeds specified requirements.
- C. At the completion of the disinfection procedures, Contractor shall prepare a Disinfection Report; including:
 - 1. Type and form of disinfectant used.
 - 2. Date and time of disinfectant injection start and time of completion.

3. Test locations.
 4. Initial and 24 hour disinfectant residuals (quantity in treated water) in parts per million for each outlet tested.
 5. Date and time of post disinfectant flushing start and completion.
 6. Disinfectant residual after flushing in parts per million for each outlet tested.
- C. Contractor shall provide, at their expense, water sample collection and testing by a MoDNR approved laboratory which shall prepare a Bacteriological Report; including:
1. Date issued, project name, and testing laboratory name, address, and telephone number.
 2. Time and date of water sample collection, and testing.
 3. Name of person collecting samples.
 4. Test locations.
 5. Initial and 24 hour disinfectant residuals in parts per million for each outlet tested.
 6. Coliform bacteria test results for each outlet tested.
 7. Certification that water conforms, or fails to conform, to bacterial standards of the Missouri Department of Natural Resources.
 8. Bacteriologist's signature and authority.

1.6 Quality Assurance

- A. Work shall be performed in accordance with AWWA C651.

PART 2 PRODUCTS

2.1 Corporation Cocks

- A. The Contractor will furnish and install a three-fourth inch (3/4") Corporation cock to be used in the testing and disinfection of each new main. The location of these corporation cocks shall be as directed by the CITY.
- B. After the line has been tested and prior to placing the main in service, the Contractor shall remove the corporation cock and replace it with a tapered brass plug.

PART 3 EXECUTION

3.1 Hydrostatic Testing

A. General

1. The entire main shall be tested (pressure test and allowable leakage test) immediately after construction as directed and witnessed by the CITY.
2. With approval of the CITY, the pressure test and leakage test may be conducted simultaneously. However, should the Contractor be granted permission to make both tests simultaneously, the required test pressure shall be equal to or greater than that for pressure tests as specified below.

B. Pressure Test

1. After the trench has been backfilled, the test connections made and the main filled with water, a minimum pressure of not less than the normal operating pressure (for the lowest point on the line) plus 50% for surge but in no case less than 160 psi for 12" and smaller mains and 225 psi for 16" and larger mains, unless otherwise stated, shall be maintained on the new water main for at least two (2) hours.
2. The Contractor shall furnish all pumps, piping, gauges, labor and other materials and services necessary to bring the main up to the specified test pressure.
3. All exposed pipe, fittings, valves, hydrants and joints shall be inspected by the CITY and all evidence of moisture appearing on the surface of the ground during the test shall be investigated by the Contractor by excavation where the pipe has been covered with backfill.
4. All defective pipe, fittings, valves or hydrants discovered during the pressure test shall be removed and replaced by the Contractor and the pressure test shall be repeated until satisfactory to the CITY.
5. The Contractor shall furnish and install all temporary blow-off assemblies, fittings, thrust blocks, and restraining devices required for temporary connections for flushing, pressure testing, chlorination, and de-chlorination of water mains.

C. Leakage Test

1. An allowable leakage test shall be conducted after the pressure test has been satisfactorily completed. The Contractor shall maintain a minimum pressure in the new water main of 150 psi (or a minimum of 10 psi greater than the normal operating pressure of the system, if the normal operating pressure is lower than 140 psi) for the lowest point on the line for at least two (2) hours.

2. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe to maintain the specified leakage test pressure after the air has been expelled and the pipe has been filled with water.
3. No water main, or section thereof will be accepted if and while it has a leakage rate in excess of that determined by the following formula:

$$L = .0000075 SD(P)^{1/2} / 2$$

Where:

L = Maximum permissible leakage in gallons for two hours.

S = Length of pipe tested, in feet.

D = Nominal internal diameter of the water main being tested in inches.

P = Average test pressure in psi in the water main being tested.

4. Should the actual leakage exceed the allowable leakage, the test pressure shall be maintained for an additional period of time as directed by the CITY so that the leakage location may be detected.

3.2 Disinfection of Water Mains

A. General

1. After completion of hydrostatic testing the Contractor shall flush and disinfect the entire main under the direction of CITY.
2. The Contractor shall prepare the main for disinfection by exposing the pipe at all entry points where the chlorine will be introduced into the pipe and installing temporary blow-offs at all discharge ends.
3. Continuous feed method of chlorination is required. The slug method of chlorination may be used only when directed by CITY.

B. Continuous Feed-Method

1. Water supplied from an approved source of supply shall be made to flow at a constant, measured rate into the new water main.
2. At a point not more than 10 ft downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 60 mg/L free chlorine. To ensure that this concentration is achieved, the chlorine concentration should be measured at regular intervals.
3. As an optional procedure, water used to fill the new water main during the application of chlorine shall be supplied through a temporary connection. This temporary connection shall be installed with an appropriate cross-

connection control device for backflow protection of the active distribution system. Chlorine application shall not cease until the entire main is filled with heavily chlorinated water. The chlorinated water shall be retained in the main for at least 24 hours, during which time all valves and hydrants shall be operated to ensure disinfection of the appurtenances. At the end of this 24-hour period, the treated water in all portions of the main shall have a residual of at least 45 mg/L free chlorine.

4. The preferred equipment for applying liquid chlorine is a solution-feed, vacuum-operated chlorinator and a booster pump. The vacuum-operated chlorinator mixes the chlorine gas in solution water; the booster pump injects the chlorine-gas solution into the main to be disinfected. All connections shall be checked for tightness before the solution is applied to the main.
5. After the required retention period (24 hours), the 24 hour residual chlorine sample shall be pulled, the heavily chlorinated water shall then be dechlorinated to 0 mg/L chlorine. A reducing agent shall be applied to the water before discharging, to neutralize thoroughly the chlorine residual remaining in the water. Two sets of Bac-T samples shall be taken, one immediately after the final flush, the second taken 24 hours later.
6. Contractor shall coordinate disinfectant testing and bacteriological testing to demonstrate that the above requirements have been met.

C. Slug Method

1. Water supplied from an approved source of supply shall be made to flow at a constant, measured rate into the new water main.
2. At a point not more than 10 ft downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 100 mg/L free chlorine. To ensure that this concentration is achieved, the chlorine concentration should be measured at regular intervals.
3. The chlorine shall be applied continuously and for a sufficient period to develop a solid column, or "slug" of chlorinated water that will, as it moves through the main, expose all interior surfaces to a concentration of approximately 100 mg/L for at least 3 hours
4. If at any time chlorine residual drops below 50 mg/L, the flow shall be stopped. Then the chlorination equipment shall be relocated at the head of the slug, and, as flow is resumed, chlorine shall be applied to restore the free chlorine in the slug to not less than 100 mg/L.
5. After the required retention period (at least 3 hours), the 3 hour residual chlorine sample shall be pulled, the heavily chlorinated water shall then be dechlorinated to 0 mg/L chlorine. A reducing agent shall be applied to the water before discharging, to neutralize thoroughly the chlorine residual remaining in the water. Two sets of Bac-T samples shall be taken, one immediately after the final flush, the second taken 24 hours later.

6. Contractor shall co-ordinate disinfectant testing and bacteriological testing to demonstrate that the above requirements have been met.

END OF SECTION

SECTION 02930

SEEDING

PART 1 GENERAL

1.1 Section Description

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

1.2 Section Includes

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

1.3 Related Sections

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

1.4 References

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

1.5 Definitions

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

Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.6 Submittals

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

1.7 Quality Assurance

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

1.8 Delivery, Storage, and Handling

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

PART 2 PRODUCTS

2.2 Soil for Repairs

- A. The soil used in any repair work shall be of a quality at least equal to that in areas adjacent to the area to be repaired. Soil shall be free from tree roots, clay balls, stones, and other materials that hinder grading, planting, and maintenance operations and that is free from noxious and other objectionable weed seeds and toxic substances.

2.3 Mulch

A. Vegetative Type Mulch:

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

B. Wood Cellulose Fiber Mulch:

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

2.4 Fertilizer and Herbicide

A. Starter Fertilizer:

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

B. Herbicide:

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

2.5 Seed

A. Pure Live Seed:

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

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

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

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

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

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

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

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

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

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

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

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

PART 3 EXECUTION

3.6 Preparation of Subsoil

A. General:

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

B. Clearing:

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

C. Grading:

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

D. Cleanup:

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

3.7 Fertilizing

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

3.8 Seeding

A. Preparation of Seed Bed:

1. After fertilizer has been applied, the areas to be seeded shall be tilled to a depth of at least 4 inches by disking, plowing, harrowing, or other accepted methods until the soil is well pulverized and smoothed with a weighted spike-tooth harrow, railroad chains, or bridge timber float drag. When a chisel plow is used, the chisels shall be set not more than 10 inches apart and the areas shall be cross or double-tilled. All areas shall be left smooth for ease of mowing. All operations shall be done in a direction parallel to the contour lines on the slope and not uphill or downhill. Areas tilled shall be maintained until seeding and mulching is complete to insure a smooth area with no gullies or depressions.

B. Application of Seed:

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

C. Compaction:

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

3.9 Seed Protection

A. Application of Herbicide:

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

B. Mulching:

1. Mulching shall be done within 24 hours following the seeding operation except in the case of wood cellulose type mulch.
2. Vegetative Type Mulch: Straw mulch shall be spread uniformly in a continuous blanket at a depth of not less than 1-1/2 inches and not more than 2 inches loose measurement (approximately 1-1/2 to 2 tons per acre). Mulch shall be spread by hand or by a blower type mulch spreader. Blower type mulch spreaders shall be adjusted and operated in such a manner as to prevent excessive breakage of the mulch material. If this cannot be accomplished, the mulch shall be spread by hand. Care shall be exercised to ensure that all wire from baled hay is collected as it is removed from the bale. Mulching shall be started at the windward side of relatively flat areas, or at the upper part of a steep slope, and continued uniformly until the area is covered. The mulch shall not be bunched.
 - a. No mulch shall be spread unless it can be anchored on the same day.
3. Anchoring Straw Mulch: The straw mulch shall be anchored in the soil to a depth of 2 to 3 inches by a notched disk set straight or a mulch crimping machine. The machine shall be weighted and operated in such a manner to secure the mulch firmly in the ground to form a soil binding mulch and prevent loss or bunching of straw by wind. Two or more passes may be required to anchor the mulch to the satisfaction of the CITY.
4. Application of Wood Cellulose Fiber: Wood cellulose fiber mulch shall be applied with a hydromulcher at not less than 1000 pounds per acre. Precautionary measures shall be taken in preventing overspray on structures, paving, and plantings.

3.10 Maintenance

A. Watering:

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

B. Water Usage:

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

C. Maintenance of Area:

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

END OF SECTION

SECTION 02931

SODDING

PART 1 GENERAL

1.1 Section Description

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

1.2 Section Includes

- A. Sod
- B. Fertilizer

1.3 Related Sections

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

1.4 References

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

1.5 Definitions

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

1.6 Submittals

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

1.7 Quality Assurance

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

1.8 Delivery, Storage, and Handling

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

PART 2 PRODUCTS

2.2 Sod

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

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

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

B. Turf Type Tall Fescue Sod:

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

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

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

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

D. Bermuda Grass or Zoysia Grass Sods:

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

2.3 Fertilizer

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

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

PART 3 EXECUTION

3.4 Preparation of Subsoil

A. General:

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

B. Preparation of Area:

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

C. Cleanup:

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

D. Preparation of Sod Bed:

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

3.5 Fertilizing

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

3.6 Laying Sod

A. Application of Sod:

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

B. Anchoring Sod:

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

3.7 Maintenance

A. Water Usage:

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

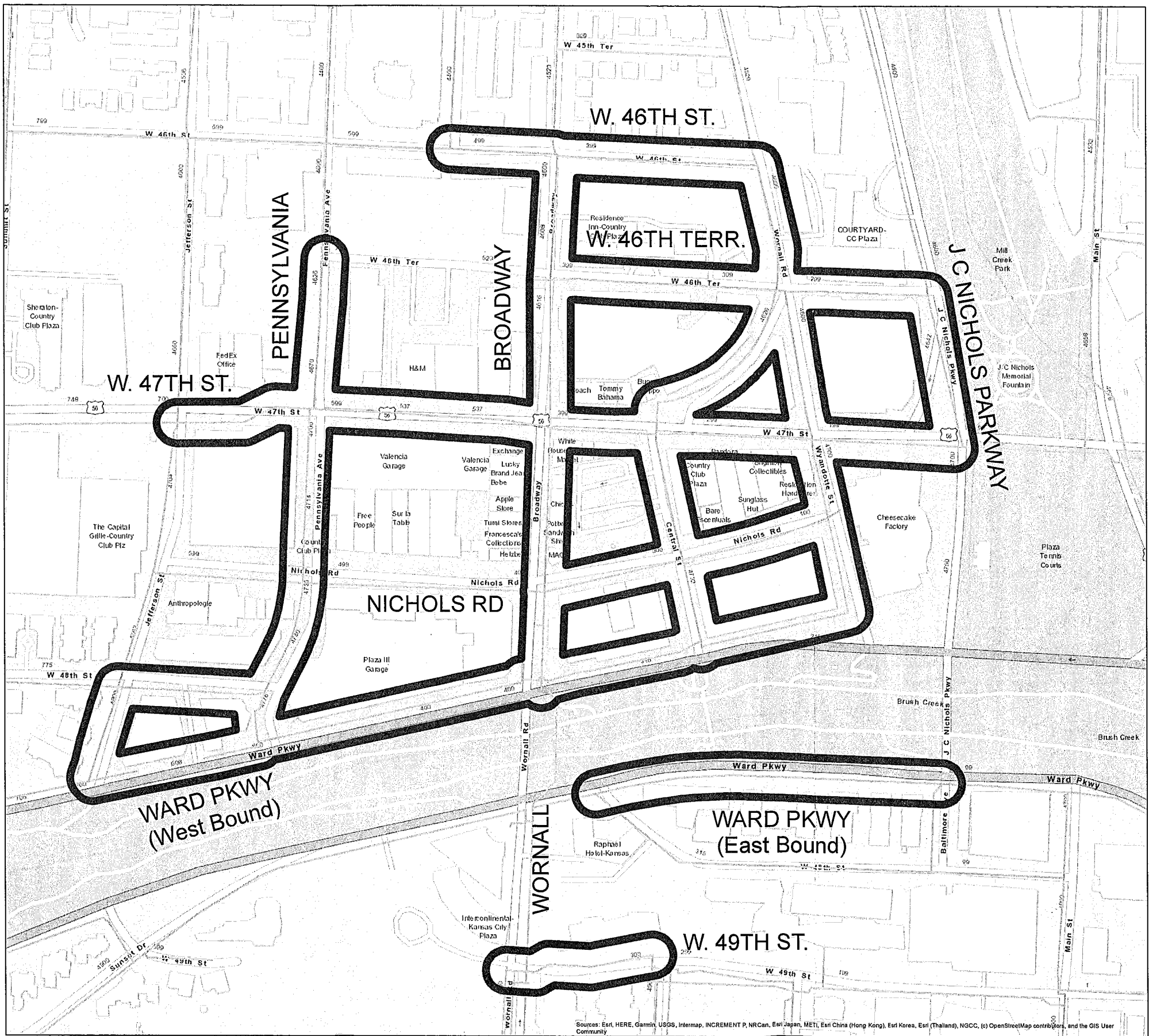
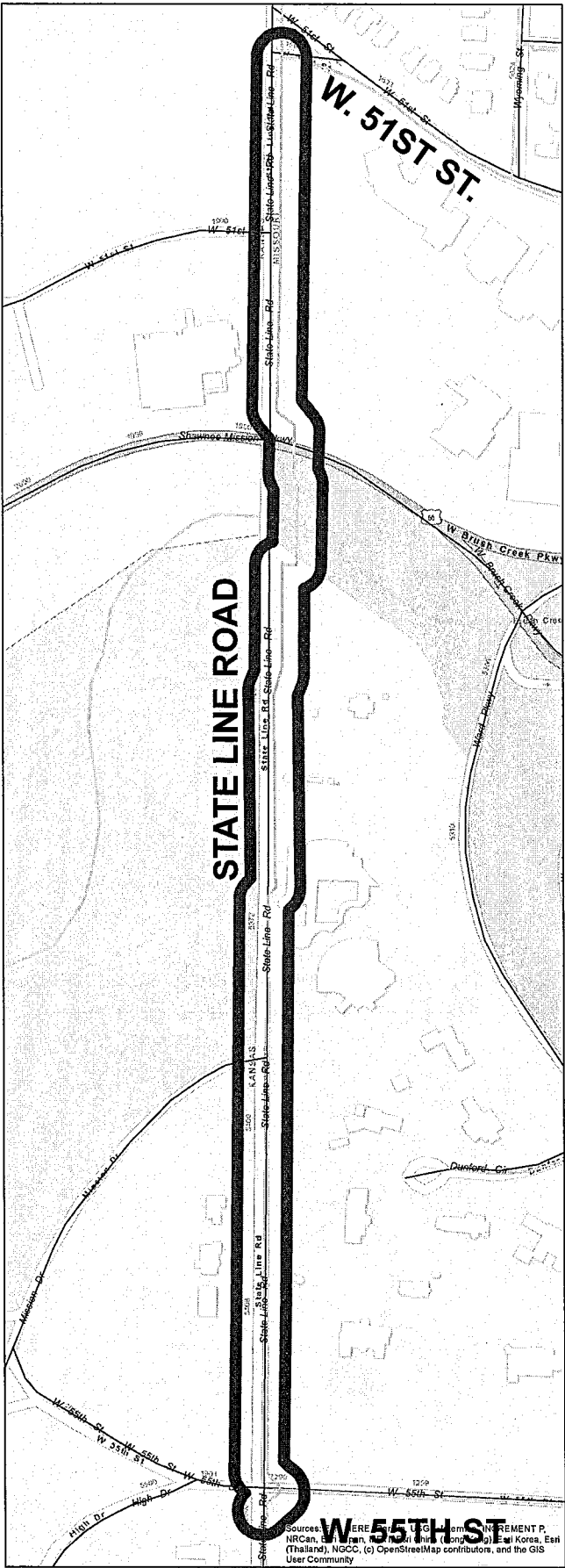
B. Maintenance:

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

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

END OF SECTION

Water Main Replacement State Line Road to JC Nichols Parkway. West 46th Street to West 55th Street



CITY OF KANSAS
HEART OF THE NATIONKANSAS CITY
MISSOURI**CHANGE ORDER****Project Number** 80002224 / Contract No. 9430**Project Title** Water Main Replacement in the Area of State Line to Mill Creek Pkwy,
W 46th St to W 55th St**Change Order No:** 1 **Date of Issuance:** 8/31/2021**Ordinance No:** 200831 **Ordinance Effective Date:** 10/22/2020
Contract Notice To Proceed Date: 11/30/2020**To CONTRACTOR:** Leath & Sons, Inc.
9301 E. 63rd St. Raytown, MO 64133

The Contract is changed as follows: 1. Replace approximately 400 LF of 8-inch CIP water main with 8-inch DIP water main along East 67th Street, under I-435 (Corrington Avenue to the West, Scenic Drive to the East). (\$265,000.00)
2. Reconnect an existing service line for Pembroke Hill School (Reg No. 901352) near the intersection of West 51st Street and State Line Road. (\$17,028.60) 3. Repair a small main break and broken valve along State Line Road (V-3) at approximately STA 16+37. (\$17,293.31) 4. Add a total of 575 LF additional of 8-inch water main installation along JC Nichols Parkway, from Mill Creek Parkway to Main Street and along Pennsylvania Avenue from 46th Terrace to 46th Street. (\$257,184.00)

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.


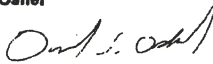
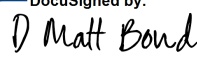
☐ See Attached Document(s) **Work Change Directive #1**
Work Change Directive #2

Not valid until signed by the Director of Finance.

The original Contract Price was	\$6,174,988.00
Net change by previously authorized Change Orders	\$0.00
The Contract Price prior to this Change Order was	\$6,174,988.00
The Contract Price will be (<input checked="" type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input type="checkbox"/> unchanged)	\$556,505.91
The new Contract Price including this Change Order will be	\$6,731,493.91
The Contract Time will be (<input type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input type="checkbox"/> unchanged)	(35) calendar days
The date of Substantial Completion as of the date of this Change Order therefore is	2/28/2022
The date of Final Completion as of the date of this Change Order therefore is	4/29/2022

Project No. & Title: Proj No. 80002224 WMR in the Area of State Line to Mill Creek Pkwy, W 46th St to W 55th St.

Change Order No. 1

PROJECT MANAGER: Water Services Engineering Division 4800 E. 63rd St. Kansas City, MO 64130	By: Terry Thomas, Sr.  Title: Project Manager	Date: 8/31/2021
CONTRACTOR: Leath & Sons, Inc. 9301 E 63rd St Raytown, MO 64133	By: Dave Oshel  Title: Vice President / Operations	Date: 9-1-2021
CITY: KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT	By: D. Matt Bond, P.E.  Title: Deputy Director	DocuSigned by: D Matt Bond 44458FCE836C4D6... Date: 10/8/2021

DocuSigned by:

Mark Jones

Approved as to form:


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Assistant City Attorney

[Note: If this CO does not change the Contract Price, delete the cert. of funds by Finance Director but send signed copy to Finance.]

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

10/22/2021

By:  Theresa Danielson
 Director of Finance
 Date

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Distribution:

- ☐ CITY
☐ CONTRACTOR
☐ DESIGN PROFESSIONAL

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

CITY OF MOUNTAIN
HEART OF THE NATIONKANSAS CITY
MISSOURI**WORK CHANGE DIRECTIVE**Project Number 80002224Project Title WMR in the Area of State Line to Mill Creek Pkwy,
W 46th St to W 55th StNo.: One (1) Date of Issuance: March 05, 2021TO: Leath & Sons, Inc.
9301 E 63rd St
Raytown, Missouri 64133**You are directed to proceed promptly with the following work:**Description:

1. Replace approximately 400 LF of 8-inch CIP water main with 8-inch DIP water main along East 67th Street, under I-435 (Corrington Avenue to the West, Scenic Drive to the East), in coordination with the MoDOT East 67th Street Bridge Project. This work will require boring under I-435 and encasing the new water main. (\$265,000.00)
The total cost is \$265,000.00. This project has an available contingency amount of \$617,499.00. The remaining contingency pending the approval of this work change directive will be \$352,499.00.

Purpose of Work Change Directive:

1. The Missouri Department of Transportation (MoDOT) has an upcoming bridge project along East 67th Street and the I-435 overpass. There is a conflict with the existing water main and the proposed Mechanically Stabilized Earth (MSE) retaining wall. After confirming the depth and location of the existing water main, it was determined to install a new 8-inch DIP water main in a different location and abandon the existing 8-inch CIP water main.

Attachments:*Preliminary Plan Sheet For MoDOT Project at I-435 and 67th Street*

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:

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

Method of determining change in
Contract Times:

- ☐ CONTRACTOR's Records
☐ DESIGN PROFESSIONAL's Records
☐ City's Records
☒ Other Professional Judgment

Maximum increase in Contract Price:

\$265,000.00

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

Recommended:

Terry Thomas, Project Manager

Maximum increase in Contract Times:

Substantial Completion: 21 days;Final Completion: 21 days.

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

Recommended:

Leath & Sons

Recommended:

Jeff Martin, P.E., Chief Engineering Officer

Mike Akins, Project Manager

By DESIGN PROFESSIONAL

By (Authorized Signature)

By Construction Manager

By (Authorized Signature)

City

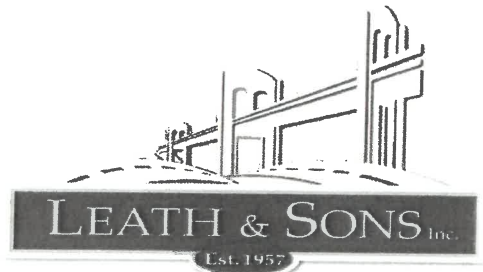
DocuSigned by:

4/7/2021

By (Authorized Signature)

Distribution:

- ☐ City
☐ Contractor
☐ Construction Manager
☐ Design Professional
☐ Consultant
☐ Other



9301 E 63rd St
Raytown MO 64133
Office 816-353-8623
Fax 816-353-7011

Melanie Jollett, PE
Water Distribution Division Head
Engineering Division
KC WATER
4800 E. 63rd St.
Kansas City, MO 64130
Phone: 816-513-0154

3-2-2021

RE: WMR at E67th Street & I-435

Melanie, I am pleased to present a proposal for the Water Main Replacement at East 67th Street & I-435. Please let me know if you have any questions.

165' 20" Bore & Casing
600' +/- 8" DIP
Casing Spacers & End Seal
2 Connections to Existing Watermain

Lump Sum Bid \$265,000.00

Sincerely,

A handwritten signature in black ink, appearing to read "David Oshel", is written over a light blue horizontal line.

David Oshel
Leath & Sons, Inc.



ENGINEERING
4800 E. 63RD STREET
KANSAS CITY, MISSOURI 64130



LOCATION MAP

UTILITY CONTACTS

SPECTRUM	816-263-1420
N.C.P.A./A.L. COMPANY	816-664-1233
SPRINT GAS	1-800-352-0090
AT&T TELEPHONE COMPANY	1-800-233-1153
PUBLIC WORKS DEPARTMENT	
TRANSPORTATION	816-312-6200
(AFTER HOURS)	816-664-4003
UTILITY LOCATION MARKING	1-800-316-7076
WATER SERVICES DEPARTMENT	816-413-2020
WATER AND SEWER DISPATCH	816-413-4614
(AFTER HOURS)	816-413-4614
FACILITIES ENGINEERING	816-413-0564
SYSTEMS ENGINEERING	816-312-0201
SPRINT	1-800-321-6279
CONSOLIDATED COMMUNICATIONS	1-800-586-3341
GOOGLE	1C-GOOGLE-1C@GMAIL.COM
VERSION	816-263-4698
ANTE PRIVATE NETWORKS	816-803-9400
CENTURYLINK	877-311-1311

齊

DESIGN GROUP, LLC

**1411 E 104th St
Kansas City, MO 64131
Tel (816) 874-4655
Fax (816) 874-4675**

NO 51. Cert. of Authority: 2002010300



MISSOURI
ONE CALL SYSTEM
1-800-344-7483
1-800-(DIG-RITE)
(811)

Map of the proposed Line 1 extension from the University of Maryland to the University of the District of Columbia. The map shows the route of Line 1 (solid line) and the proposed extension (dashed line). Key stations and landmarks are labeled, including the University of Maryland, the University of the District of Columbia, and the proposed extension to the University of the District of Columbia. The map also shows the existing Line 1 route and the proposed extension to the University of the District of Columbia. The map includes a scale bar and a north arrow.

Legend:

- Proposed Extension
- Existing Line 1
- Proposed Station
- Existing Station
- Proposed Extension
- Existing Line 1
- Proposed Station
- Existing Station

Map Labels:

- University of Maryland
- University of the District of Columbia
- Proposed Extension
- Existing Line 1
- Proposed Station
- Existing Station
- Proposed Extension
- Existing Line 1
- Proposed Station
- Existing Station

Scale: 1 inch = 1 mile

North Arrow

O DENOTES AREA OF WORK

THE UNIVERSITY OF CHICAGO PRESS

DRAWING INDEX

SHEET NO.	TITLE
1	COVER SHEET
2	GENERAL NOTES, SURVEY CONTROL AND LEGEND
3	GENERAL LAYOUT
4	PLAN AND PROFILE - E 6TH ST - LINE 1 STA 10+00 TO 12+00
5	PLAN AND PROFILE - E 6TH ST - LINE 1 STA 12+00 TO 15+00
6	PLAN AND PROFILE - E 6TH ST - LINE 1 STA 15+00 TO 16+00

100%

QAGC:

Quinten Hengst

APPROVED BY: John A. Seck DATE: 2/18/31
D. MATT BOND, P.E. DEPUTY DIRECTOR

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS PURSUANT TO SECTION 337.411 RSMO ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SIGNED BY THE UNDERSIGNED PROFESSIONAL, RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE RELATES.



PROFESSIONAL ENGINEER SEAL

WATER MAIN RELOCATION
E 67TH ST AND I-435
KANSAS CITY,
JACKSON COUNTY, MISSOURI

FOR WRAP LANE:

COVER SHEET

DESIGN BY MBT	CHECKED BY JLG	MAP NO. J9124	RAISE 1	TOP 48	SEC 33
CONTRACTOR			RAISE 12	TOP 48	SEC 33
			DATE COMPLETED		

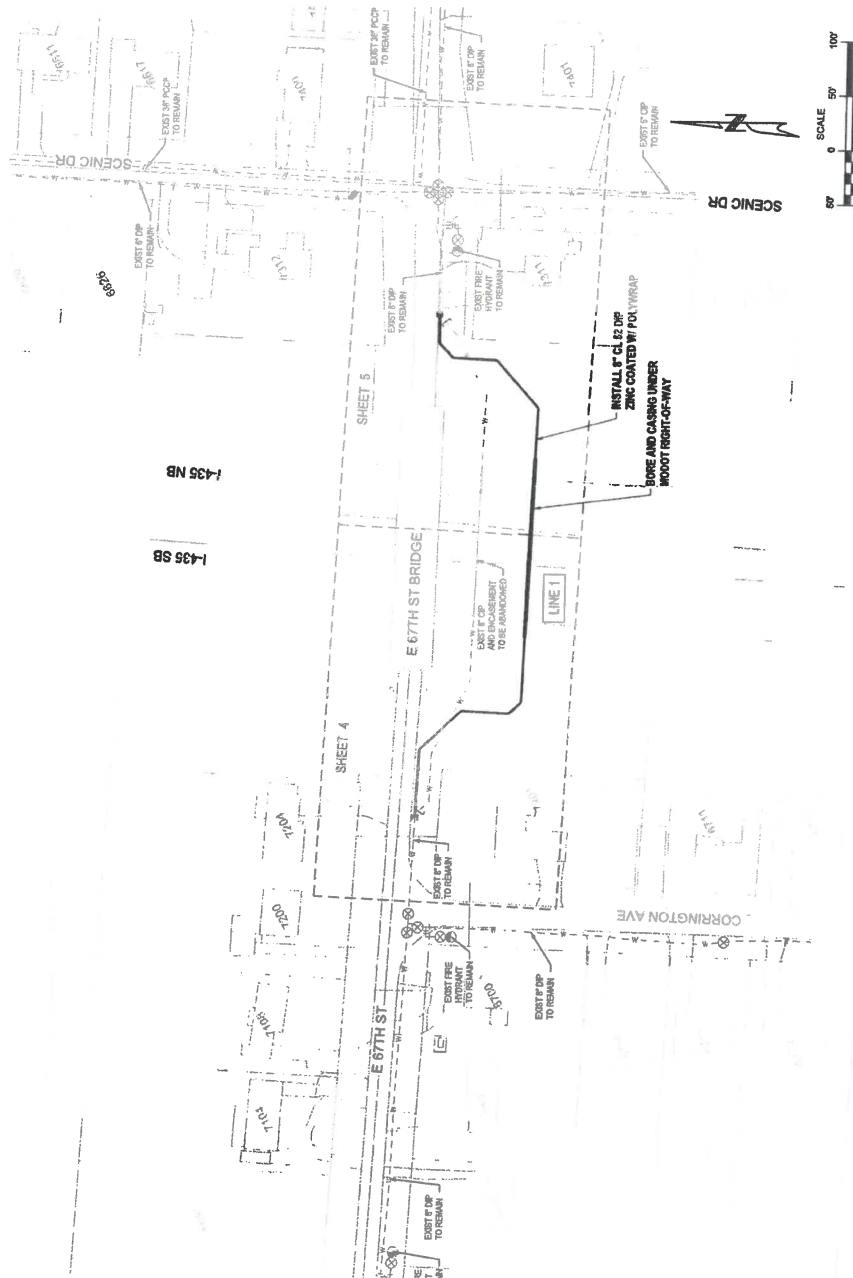
CONTRACT NO. SP - 5006 CON. 0424	CONTRACT DATE	DATE 2/8/2021	INVOICE ORDER NO.	DRAWING NO. D-20878
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SHEET 1 OF 5

1411 East 104th St.
Kansas City, MO 64131
Tel (816) 874-4655
Fax (816) 874-4675
www.bkdesigngroup.com
Missouri Court of Appeals 2002010300



TEKK
DESIGN GROUP, LLC



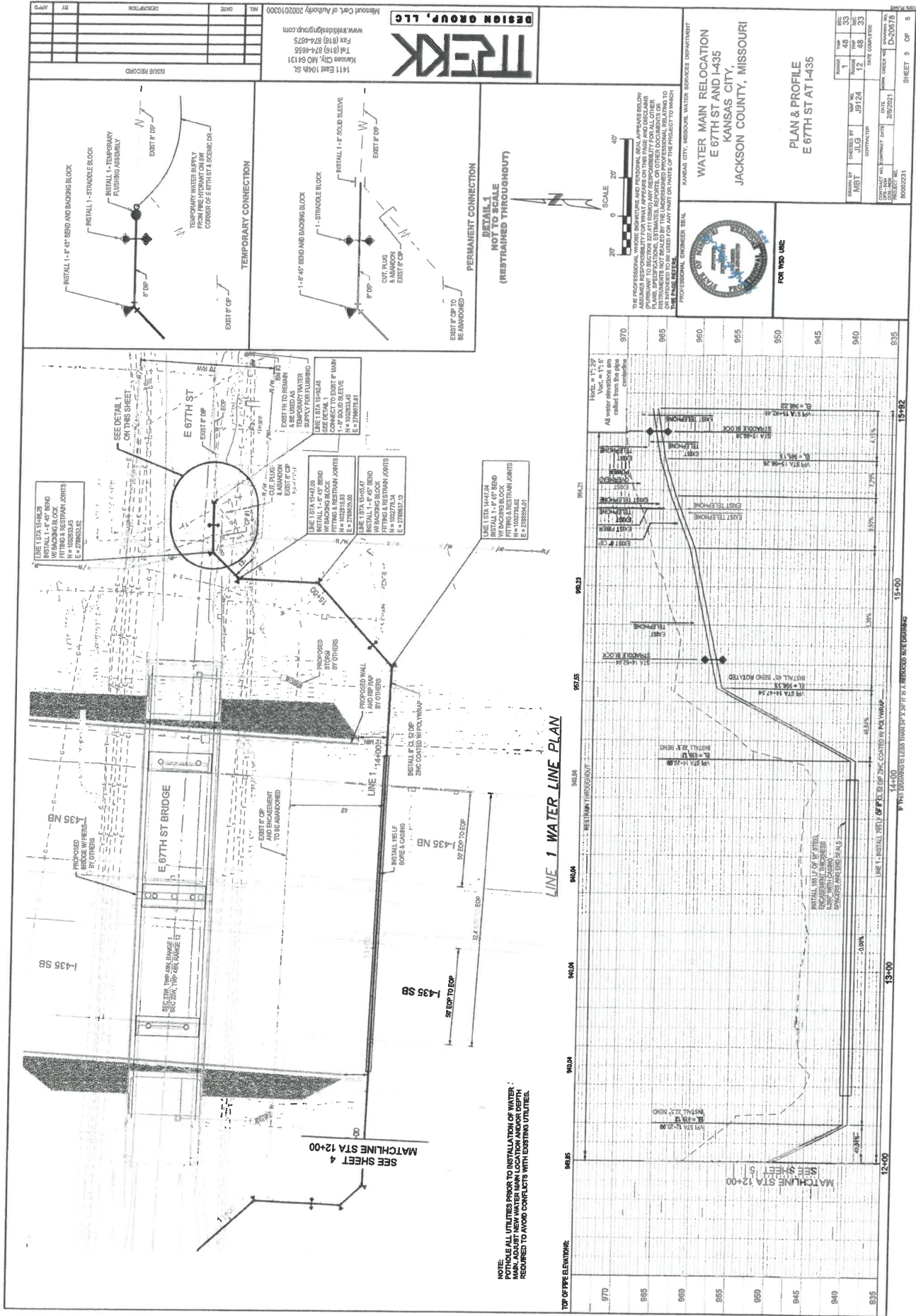
The seal of the Professional Engineers Board of Michigan. It features a circular design with "STATE OF MICHIGAN" at the top and "PROFESSIONAL ENGINEERS BOARD" at the bottom. In the center, it says "LICENSED PROFESSIONAL ENGINEER". The seal is surrounded by blue decorative flourishes. To the left of the seal, the text "PROFESSIONAL ENGINEER SEAL" is written vertically.

KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT
WATER MAIN RELOCATION
E 67TH ST AND I-435
KANSAS CITY,
JACKSON COUNTY, MISSOURI

GENERAL LAYOUT
LINE 1

DRAWN BY MBT		CHECKED BY JLG	APP. NO. J9124	CONTRACTOR	
CONTRACT NO.		CONTRACT DATE	DATE	WORK ORDER NO.	DRAWING NO.
DIN - 400		2/8/2021	2/8/2021		D-20678
CONT. - 100					
PROJECT NO.					
80002231					

IF THIS DRAWING IS LESS THAN 24" X 36" IT IS A REDUCED SIZE DRAWING





WORK CHANGE DIRECTIVE

Project Number 80002224

Project Title WMR in the Area of State Line to Mill Creek Pkwy,
W 46th St to W 55th St

No.: Two (2) Date of Issuance: August 23, 2021

TO: Leath & Sons, Inc.
9301 E 63rd St
Raytown, Missouri 64133

You are directed to proceed promptly with the following work:

Description:

1. Reconnect an existing service line for Pembroke Hill School (Reg No. 901352) near the intersection of West 51st Street and State Line Road. (\$17,028.60)
2. Repair a small main break and broken valve along State Line Road (V-3). (\$17,293.31)
3. Add a total of 575 LF additional of 8-inch water main installation along JC Nichols Parkway, from Mill Creek Parkway to Main Street and along Pennsylvania Avenue from 46th Terrace to 46th Street. (\$257,184.00)

The total cost is \$291,505.91. This project has an available contingency amount of \$352,499.00. The remaining contingency pending the approval of this work change directive will be \$60,993.09.

Purpose of Work Change Directive:

1. During design, water records showed that the fire service here was not active. It was also removed from the maps. Therefore, it was not set to be reconnected to the newly proposed water main. However, during construction it was discovered by the Contractor that the fire service line (approximately Station 26+50) was active, serving Pembroke Hill School. It was determined by the Project Manager to reconnect this service to the new water main in order to maintain the fire protection.

2. During construction, a small main break occurred on the existing water main. In order to maintain service while the new main continued to be installed, the existing main required repair and the existing valve needed replacement. It required 10 LF of 12-inch DIP, two sleeves, a straddle block, and a 12-inch gate valve.

3. There are two small lengths of CIP water main not due for replacement under the scope of this project. In order to have all new DIP in service in this area, it was recommended by Engineering to complete these remaining sections by installing new DIP water main.

Attachments: RFI #3, Plan sheets for Line P

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:**

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

Maximum increase in Contract Price:

\$291,505.91

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

**Method of determining change in
Contract Times:**

- ☐ CONTRACTOR's Records
- ☐ DESIGN PROFESSIONAL's Records
- ☐ City's Records
- ☒ Other Professional Judgment

Maximum increase in Contract Times:

Substantial Completion: 14 days;

Final Completion: 14 days.

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

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Work Change Directive No. 2

PN 80002224

WMR in the Area of State Line to Mill Creek Pkwy, W 46th St to W 55th St
August 23, 2021

Recommended:


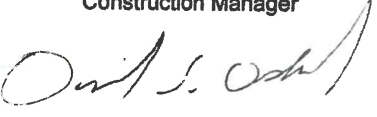
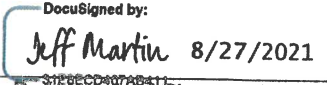
Terry Thomas, Project Manager

Recommended:

Leath & Sons

Recommended:

Jeff Martin, P.E., Chief Engineering Officer

	DESIGN PROFESSIONAL	Construction Manager	City
By			
	By (Authorized Signature)	By (Authorized Signature)	By (Authorized Signature)

Distribution:

☐ City

☐ Contractor

☐ Construction Manager

☐ Design Professional

☐ Consultant

☐ Other



UNIT PRICES

Contractor: Leath & Sons, Inc.

JOB#
6872

DATE
5/18/2021

Weather Conditions:

Detailed Notes: Installing a 12"X8" tee into the new main. We had to tie in a 8" service that was not on any GIS maps that feed the Pembroke Hill school.

Item No.	Unit	Quantity Day 1	Item Description:	Unit Price	Extension Day 1
1	Hour	10	Two-Person Crew for Repair/Replacements	\$345.75	\$3,457.46
2	Hour		Two-Person Crew for Repair/Replacements - Regular Over-time	\$385.52	
3	Hour		Two-Person Crew for Repair/Replacements - Double Over-time	\$471.81	
4	Hour	10	Three-Person Crew for Repair/Replacements	\$403.88	\$4,038.80
5	Hour		Three-Person Crew for Repair/Replacements - Regular Over-time	\$468.13	
6	Hour		Three-Person Crew for Repair/Replacements - Double Over-time	\$578.28	
7	Hour		Four-Person Crew for Repair/Replacements	\$555.85	
8	Hour		Four-Person Crew for Repair/Replacements - Regular Over-time	\$648.66	
9	Hour		Four-Person Crew for Repair/Replacements - Double Over-time	\$730.25	
10	Load		Waste Material, Disposal - Single Axle Dump Truck	\$161.14	
11	Load	3	Waste Material, Disposal - Tandem Axle Dump Truck	\$178.48	\$535.45
12	CY	3	Concrete	\$127.49	\$382.46
13	LF	8	Curb Repair (includes labor)	\$12.75	\$101.99
14	SF	70	Sidewalk Repair (includes labor)	\$9.18	\$642.54
15	CY		Diggable Flowable Fill	\$80.77	
16	SF	64	Asphalt Surface In Place 1 (less than 100 SF)	\$24.99	\$1,599.20
17	SF		Asphalt Surface In Place 2 (100 SF - 500 SF)	\$11.22	
18	SF	200	Topsoil, Final Grade and Seed (includes labor) \$1500 Max	\$4.08	\$815.92
19	SF		Topsoil, Final Grade and Sod (includes labor)	\$15.30	
20	Hour		Vacuum Excavator for Repairs	\$229.48	
21	LF		4" - 12" PVC SDR 26 Pipe	\$27.64	
22	LF		15" - 21" PVC SDR 26 Pipe	\$76.49	
23	LF		24" - 30" PVC SDR 26 Pipe	\$198.88	
24	LF		36" - 48" PVC SDR 26 Pipe	\$575.22	
25	LF		8" - 12" Class 52 DIP	\$71.14	
26	LF		18" - 24" Class 54 DIP	\$232.03	
27	LF		30" - 36" Class 54 DIP	\$566.04	
28	Hour		Sewer Cleaning (Operator plus Jetter Truck)	\$144.83	
29	Hour		CCTV (Operator plus CCTV Truck)	\$165.22	
30	Hour		Sewer Cleaning and CCTV Combo Truck (Operator, Jetter/CCTV Truck)	\$244.78	
31	Each		Standard 48" Manhole (up to 7' in depth)	\$1,611.44	
32	VF		Standard 48" Manhole (each additional foot)	\$151.97	
33	Each		5' Diameter Manhole (up to 7' in depth)	\$2,167.29	
34	VF		5' Diameter Manhole (each additional foot)	\$220.30	
35	Each		Manhole Ring and Cover	\$1,207.56	
36	Each		Tree removal (6" -15") and tree replacement	\$815.92	
37	Each		Tree removal (16" -24") and tree replacement	\$1,223.88	
38	Each		Specialized Traffic Control (cost + add 5%)		
39	Each	1	Materials for service connection		
39a	SF		6" Concrete Driveway Replacement (includes labor)		\$4,010.60
39b	CY	24	AB3	\$7.14	
40	Each		1" copper	\$80.17	\$1,444.18
40a	Each		1" couplings	\$7.00	
40b	Hour		Richardson Trucking (includes 5%)	\$50.00	
41	LS		Cat 953 Rental	\$99.06	
42	LS		Traffic control	\$3,301.58	
43	LS		Rental of 3" pump		
Total Daily Cost					\$17,028.60
Total WO Cost					\$17,028.60

Pipe Installation Complete Date:

WO Closed Date:

Contractor's Signature:

Inspector's Signature:

**UNIT PRICES**

Contractor: Leath & Sons, Inc.

JOB#
6872DATE
4/13/2021

Weather Conditions:

Detailed Notes: We installed 10 feet of 12" DIP, 2-12" sleeve, 1- straddle block, 1-12" Gate valve.
Valve V-3

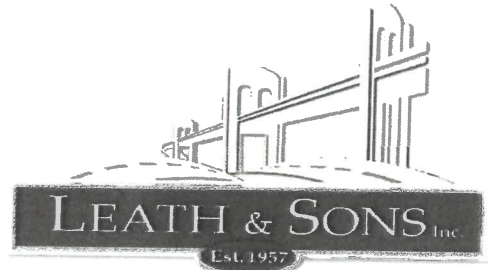
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14	SF		Sidewalk Repair (includes labor)	\$9.18	
15	CY		Diggable Flowable Fill	\$90.77	
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23	LF		24" - 30" PVC SDR 26 Pipe	\$198.88	
24	LF		36" - 48" PVC SDR 26 Pipe	\$575.22	
25	LF		6" - 12" Class 52 DIP	\$71.14	
26	LF		16" - 24" Class 54 DIP	\$232.03	
27	LF		30" - 36" Class 54 DIP	\$566.04	
28	Hour		Sewer Cleaning (Operator plus Jetter Truck)	\$144.83	
29	Hour		CCTV (Operator plus CCTV Truck)	\$185.22	
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32	VF		Standard 48" Manhole (each additional foot)	\$151.97	
33	Each		5' Diameter Manhole (up to 7' in depth)	\$2,167.29	
34	VF		5' Diameter Manhole (each additional foot)	\$220.30	
35	Each		Manhole Ring and Cover	\$1,207.56	
36	Each		Tree removal (6" -15") and tree replacement	\$815.92	
37	Each		Tree removal (16" -24") and tree replacement	\$1,223.88	
38	Each		Specialized Traffic Control (cost + add 5%)		
39	Each		Misc. Materials for restoration		
39a	SF		6" Concrete Driveway Replacement (includes labor)	\$7.14	
39b	CY	40	AB3	\$60.17	\$2,406.96
40	LS	1	material	\$3,363.35	\$3,363.35
40a	Each		8"x12" stainless steel repair clamp	\$243.00	
40b	Hour	10	Richardson Trucking (includes 5%)	\$99.06	\$990.63
41	LS		Cat 953 Rental	\$3,301.58	
42	LS	1	Traffic control	\$750.00	\$750.00
43	LS		Rental of 3" pump		
Total Daily Cost					\$17,293.31
Total WO Cost					\$17,293.31

Pipe Installation Complete Date:

WO Closed Date:

Contractor's Signature:

Inspector's Signature:



9301 E 63rd St
 Raytown MO 64133
 Office 816-353-8623
 Fax 816-353-7011

Terry Thomas
 KCMO Water Services
 4800 E 63rd Street
 Kansas City, MO 64130

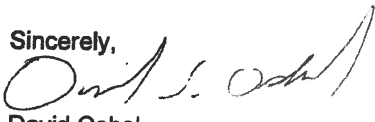
June 1, 2021

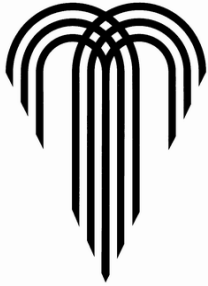
RE Additional Water Main on 47th Street from J.C. Nichols to Main Street & Pennsylvania from 46th Terrace to 46 Street.

Terry, I am pleased to present a proposal for the Additional Water Main on 47th Street from J.C. Nichols to Main Street & Pennsylvania from 46th Terrace to 46 Street. Please let me know if you have any questions.

WATER MAIN REPLACEMENT IN THE AREA OF STATE LINE ROAD TO J.C. NICHOLS PARKWAY, W. 46TH STREET TO 55TH STREET					
ADDITIONAL WATER MAIN ON 47TH STREET FROM J.C NICHOLS TO MAIN STREET & PENNSYLVANIA FROM 46TH TERR TO 46TH STREET					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	DESIGN	LS	1	\$ 12,650.00	\$ 12,650.00
2	DESIGN SURVEY	LS	1	\$ 13,134.00	\$ 13,134.00
3	PRE-CONSTRUCTION PHOTOS	LS	1	\$ 950.00	\$ 950.00
4	8" DIP WATER MAIN W/ FITTINGS & VALVES	LF	535	\$ 350.00	\$ 187,250.00
5	STREET RESTORATION	SY	357	\$ 100.00	\$ 35,700.00
6	TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00
				TOTAL	\$ 257,184.00

Sincerely,


 David Oshel
 Leath & Sons, Inc.



KANSAS CITY
MISSOURI

CHANGE ORDER

Contract Number 9430
Project Number 80002224
Project Title Water Main Replacement in the Area of State Line Road to Mill Street Parkway, W. 46th Street to W. 55th Street

Change Order No: 2 Date of Issuance: _____

Ordinance No: 220856 Ordinance Effective Date: _____
Contract Notice To Proceed Date: 11/30/2020

To CONTRACTOR: Leath & Sons, Inc.

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.

☐ See Attached Document(s).

Not valid until signed by the Director of Finance.

The original Contract Price was	<u>\$6,174,988.00</u>
Net change by previously authorized Change Orders	<u>\$556,505.91</u>
The Contract Price prior to this Change Order was	<u>\$6,174,988.00</u>
The Contract Price will be (X increased by) (<input type="checkbox"/> decreased by) (<input type="checkbox"/> unchanged)	<u>\$1,370,201.23</u>
The new Contract Price including this Change Order will be	<u>\$8,101,695.14</u>
The Contract Time will be (<input type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input type="checkbox"/> unchanged)	<u>() calendar days</u>
The date of Substantial Completion as of the date of this Change Order therefore is	<u>Enter Date</u>
The date of Final Completion as of the date of this Change Order therefore is	<u>Enter Date</u>

Project/Contract Nos. & Title: 80002224/9430 - Water Main Replacement in the Area of State Line Road to Mill Street Parkway, W. 46th Street to W. 55th Street
Change Order No. 2

DESIGN PROFESSIONAL:	By:	Date:
	Title:	
CONTRACTOR: Leath & Sons, Inc.	By:	Date:
	Title:	
CITY: KC Water	By: Jeff Martin	Date:
	Title: Chief Engineering Officer	

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.

By: _____
Director of Finance Date

Distribution: ☐ CITY
☐ CONTRACTOR
☐ DESIGN PROFESSIONAL

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